

MASTER TERMS – SALE  
AMERITEMP Ltd.

1. **PAYMENT AND TAXES:** Payment shall be made in full to Ameritemp LTD. ("Ameritemp LTD") prior to shipment of the equipment. In addition to the price, the Customer shall also pay Ameritemp LTD. any taxes or government charges arising from this Agreement.
2. **EXTRAS:** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS:** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPPING TERMS AND TRANSFER OF TITLE:** Unless otherwise agreed to in writing, all prices are Ameritemp LTD. warehouse and title to the goods shall transfer to Customer at such point of delivery.
5. **INSPECTION:** Before the Equipment is loaded for shipment to the Customer's receiving point, the Customer may require an inspection thereof by a qualified inspector. For used equipment, if the Customer does not inspect the Equipment before it is loaded for transit, the Customer is conclusively deemed to have accepted the Equipment. All costs associated with said inspection are to be borne by the Customer.
6. **WARRANTY:** AMERITEMP LTD. MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Ameritemp LTD. does, however, pass on to Customer any available manufacturer's warranty for new products sold by Ameritemp LTD. to Customer. The remedies of the Customer shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties, remedies, or this limitation will be binding upon Ameritemp LTD. unless in writing, signed by a duly authorized officer of Ameritemp LTD. Customer acknowledges and agrees that the Equipment purchased hereunder is of a size, design and make selected by Customer and is suitable for Customer's purposes. Customer expressly disclaims any reliance upon any statement or representations made by Ameritemp LTD. ANY SUCH MANUFACTURER'S WARRANTIES PASSED ON TO CUSTOMER ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **EXCUSEABLE DELAY:** Under no circumstances shall either party be liable for any delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
8. **LIABILITY LIMITATION:** Under no circumstances shall Ameritemp LTD. be held liable for any special, indirect, incidental, or consequential damages. The Agreement price shall be the limit on Ameritemp LTD. liability, whether founded in contract, statute, strict liability or tort (including negligence), arising out of, or resulting from (i) this Agreement or the performance or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement, or the use of any Equipment or (iii) the furnishing of any service.
9. **AMERITEMP LTD. TERMINATION FOR CUSTOMER NON-PERFORMANCE:** Should the Customer fail to make payment in accordance with the terms of this Agreement and such failure shall continue for a period of five (5) days, Ameritemp LTD. may, after three (3) days' notice in writing of such event terminate this Agreement, and take possession of the Equipment wherever it may be found without becoming liable for damages or for trespass.
10. **ACCEPTANCE:** If for any reason Customer shall fail to return to Ameritemp LTD. signed copies of this Agreement, any conduct by Customer which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute unqualified acceptance by Customer of the terms and conditions of this Agreement. The terms of this Agreement shall constitute the complete and exclusive statement of the Agreement between the parties hereto and may be modified only by written instrument executed by the authorized representative of both parties. Any terms proposed by the Customer, including but not limited to the terms of the Customer's purchase orders, which add to, vary from, or conflict with the terms herein are hereby objected to. This Agreement, whether used as an offer, an acceptance of an offer, or a confirmation of a contract, is conditioned on and limited to its terms. By acceptance of the Equipment described on the face of this Agreement or by acknowledging receipt of this Agreement, Customer assents to all its terms and conditions. Any reference by Ameritemp LTD. to Customer's purchase order is solely for the purpose of incorporating the description and specifications of the Equipment contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of this Agreement.
11. **AMENDMENTS:** No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.
12. **ASSIGNMENT:** This Agreement shall not be assigned or otherwise transferred, in whole or in part, by Customer without the prior written consent of Ameritemp LTD.
13. **SEVERABILITY:** If any provision or provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and all other provisions will be interpreted and deemed modified so as to be enforceable to the extent allowed by law.
14. **HAZARDOUS MATERIALS:** Ameritemp LTD. is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Ameritemp LTD. encounters any asbestos or other hazardous material while performing this Agreement, Ameritemp LTD. may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Ameritemp LTD. performance shall be extended accordingly, and Ameritemp LTD. shall be compensated for the delay.
15. **WASTE DISPOSAL:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
16. **GOVERNMENT PROCUREMENTS:** The Equipment, components and services provided by Ameritemp LTD. are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such Equipment, components and services are based on Ameritemp LTD. commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Ameritemp LTD. will not agree to provide or certify cost or pricing data, nor will Ameritemp LTD. agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Ameritemp LTD.
17. **CUSTOMER CONSENT:** Customer consents and agrees that Ameritemp LTD. may, from time to time, publicize Ameritemp LTD. related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.
18. **GOVERNING LAW AND CIVIL ACTIONS:** This Agreement shall be governed by the laws of the State of New York. Both parties agree that any civil action or lawsuit arising from the performance or non-performance of this Agreement, whether based upon contract, statute, strict liability or tort (including negligence), shall be commenced within two (2) years from the date such claim or cause of action arose.
19. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous statements, purchase orders, agreements, and representations (except those written representations expressly incorporated in this Agreement). There are no other agreements, understandings, terms or conditions and neither party has relied upon any representation or warranty, express or implied, not contained in this Agreement.
20. **For work being performed in California:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.