



## Seifert Terms and Conditions

### 1. Definitions

- (a) “Company” shall mean Seifert Systems, Inc. Its subsidiaries, agents and/or representatives;
- (b) “Customer” shall mean the person for which the Company is rendering products and service, as well as its agents and/or representatives. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to its agents or representatives;
- (c) “Documentation” shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) “Third parties” shall include, but not be limited to the following: “carriers, truckmen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise”.
- (e) “Sales Order” shall mean the formal document or order confirmation created by the Company to acknowledge the Customers Purchase Order.

### 2. Applicability

- (a) These terms and conditions of sale are the only terms which govern the sale of the Company’s products and services by the Company to Customer. Notwithstanding anything contrary, if a written contract signed by both parties is in existence covering the sale of the products and services covered hereby, the terms and conditions of the contract shall prevail to the extent they are inconsistent with these terms and conditions.
- (b) The accompanying Sales Order and these terms and conditions (collectively, this “Agreement”) compromise the entire agreement between the parties, and supersede all prior or contemporaneous understanding, agreements, negotiations, representations and warranties, and communications, both written and oral. These terms and conditions prevail over any of Customer’s general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these terms.

### 3. Sales Orders

Company requires a hardcopy/softcopy of the Customers Purchase Order for each purchase. The Purchase Order must include the following information: Part number, Quantity, pricing, Bill To, and Ship To information. Do not include a purchase order in the body of an email. Note: If



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Customer's purchase order or other forms states terms additional to or different from those set forth herein, this writing shall be deemed notification of objection to such additional or different terms. All orders will be acknowledged by Company Sales Order. Customer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorney's fees.

### 4. Pricing

Prices quoted are F.O.B. Origin and do not include any sales taxes. Customer assumes responsibility/liability for payment of all state or municipal taxes applicable to use or resale of products purchased herein. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

### 5. Payment

Guidelines Payments are due net, thirty (30) days from date of invoice to customers that are in acceptable financial standing unless otherwise agreed. A credit application MUST be completed and returned to the Company to obtain open terms. Credit accounts are available pending approval. For accounts not approved for open terms, the following credit cards are accepted: Visa, Mastercard & American Express or prepaid.

### 6. Minimum Orders

A minimum order of \$50.00 is required.

### 7. Returns & RMA's

Product must be returned with prior approval and return material authorization (RMA) number, which will be given or withheld at the Company's sole discretion. If manufacturing date cannot be confirmed or quality is deemed unacceptable, the Company is able to reject the return at its discretion.

### 8A. Restocking Fees

If the product is in a new, unused condition and in its original packaging, with company's discretion, customer will be given a credit allowance amounting to the original selling prices less the restocking charge as follows:

- 1) Within 60 days of the invoice date, – 25% of applicable selling price



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- 2) Within 61–120 days of the invoice date – 30% of applicable selling price
- 3) Within 121–180 days of the invoice date – 40% of applicable selling price

### 8B. RMA Terms & Conditions

1) Fees – A Diagnosis fee is charged for all non-warranty unit repairs, which includes: unpackaging/uncrating, diagnosis test, physical examination, final testing, operational checklist and repackaging/palletizing for return shipment. If applicable, a cleaning fee may also apply.

2) Labor – A flat labor rate is charged from our technicians based on 15- minute increments.

3) Shipping – If a new pallet is best for return transport, we will add this charge on a separate line item when quoting and final billing. The customer is responsible for all shipping expenses. Please follow these recommended shipping instructions:

50lbs or less – send via ground carrier (FedEx, UPS, etc.). We recommend foam, bubble wrap or similar cushioning in a cardboard box.

50lbs + – send via freight carrier. Unless otherwise noted, air conditioner units should be standing in the upright position on a pallet with a sheet of cardboard on top for protection. A minimum of 2 straps should be used. Minimum spacing of 30mm should be maintained between the unit and external packaging. Protect the unit with shock-resistant padding (hard foam corner pieces, strips or cardboard).

### 9. Warranty Information

Material will be evaluated to confirm any warranty claims. If the product has been found to be modified, subjected to abuse, negligence in operation or maintenance, or if product was used in a manner that exceeds its designed capabilities and rating, credit may be reduced, denied or additional costs may be assessed and passed on to the Customer. By submitting the RMA form, Customer understands and agrees that if warranty terms have been violated, Customer will be responsible for applicable charges.

Company products are warrantied to be free of defects in workmanship, materials and components. Warranty begins from when the products ship our Rhode Island warehouse. Extended warrantities are not offered



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### Products that carry a 2-Year Warranty

- Air Conditioners
- Thermoelectric
- Air to Air heat exchangers
- Air to Water heat exchangers

### Products that carry a 1-Year Warranty

- Filter fans/exhaust grills
- Heaters
- Thermostats
- Hygrostats
- Lights
- Door switches

### Warranty is void under the following conditions:

- Repair or service by unauthorized personnel
- Use of equipment for other than designed purpose or operating conditions
- Customer neglects to provide regular scheduled maintenance such as cleaning dirty filters
- Use of refrigerant other than designed
- Customer modifies product

Review our RMA Request form for further details. RMA form can be obtained by emailing [service@seifertinc.com](mailto:service@seifertinc.com) or [info.us@seifertsystems.com](mailto:info.us@seifertsystems.com) or calling (401) 294-6960.

All returned merchandise must be sent prepaid standard shipping to the following address:

Seifert Systems, Inc.

Attn: RMA # \_\_\_\_\_

75 Circuit Drive

North Kingstown, RI 02852

### 10. Shipping Claims

In the event of shortage or damage, the carrier must be notified at time of delivery. In addition, please contact Company immediately. Company will only be held responsible for damages if our account number was used; otherwise, if shipment was routed using customer account number, then customer will be responsible. Merchandise must be inspected for concealed damage within 30 days of receipt.



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### 11. Non-Delivery

(a) The quantity of any installment of Goods as recorded by Company on dispatch from Company's place of business is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary.

(b) The Company shall not be liable for any non-delivery of goods (even if caused by Company's negligence) unless Customer gives written notice to Company of the non-delivery within 30 days of the date when the goods would in the ordinary course of events have been received.

(c) Any liability of Company for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity delivered.

### 12. Inspection and Rejection of Nonconforming Goods

(a) Customer shall inspect the good within 30 days of receipt ("Inspection Period"). Customer will be deemed to have accepted the goods unless it notifies Company in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Company. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Customer's Sales Order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Customer timely notifies Company of any Nonconforming Goods, Company shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to Company. If Company exercises its option to replace Nonconforming Goods, Company shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced goods to the delivery point.

(c) Customer acknowledges and agrees that the remedies set forth in Section [12] (b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section [12] (b), all sales of goods to Customer are made on a one-way basis and Customer has no right to return goods purchased under this Agreement to Company.



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### 13. Order Cancellations

All item cancellations must have prior written approval from Company. A charge of 25% of the net price will be applied on any cancellation of a formally acknowledged order. Custom or modified products are non-cancellable. Any order cancelled after product is shipped will be subject to restocking charges and all shipping costs.

### 14. Design Changes

Company reserves the right to make design, hardware, engineering and packaging changes, which do not interfere with the use for which such products were designed and manufactured. If ordering a replacement for an air conditioner, please include a clear photograph of the label of the unit being replaced in your order. This will assure that we quote a replacement that is compatible or notify the Customer of the differences in the unit.

### 15. Shipments

All shipments are routed EX-WORKS Rhode Island, unless otherwise stated on the Sales Order. Shipments are FOB Origin. The goods will be delivered within reasonable time after the receipt of the Customer's purchase order, subject to the availability of finished goods. Company shall not be liable for any delays, loss or damage in transit. Customer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the goods at the delivery point. Company may, in its sole discretion, without liability or penalty, make partial shipments of goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's Sales Order.

### 16. Reliance on Information Furnished

Customer acknowledges that it is required to review all documents and declarations prepared and/or sent by the Company and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions. The Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied.



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### 17. Declaring Higher Value to Third Parties

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company can request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

### 18. Insurance

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

### 19. Disclaimers; Limitation of Liability

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

(b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, , and the Company shall in no event be liable for the acts of third parties;

(c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(d) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following; see section 9 for warranty details.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THESE TERMS AND CONDITIONS, IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY CLAIMS



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FOR LOST PROFITS OR LOST SAVINGS IN CONNECTION WITH ITS PRODUCTS OR SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **20. Indemnification / Hold Harmless**

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

### **21. Costs of Collection**

In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company in writing.

### **22. Security Interest and Right to Sell Customer's Property**

Title and risk of loss passes to Customer upon delivery of the goods at the delivery point (per Section 15). As collateral security for the payment of the purchase price of the goods, Customer hereby grants to Company a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the goods, 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 Rhode Island Uniform Commercial Code. Company is authorized to perfect its security interest under the Rhode Island Uniform Commercial Code by filing a Uniform Commercial Code Financing Statement where appropriate. Upon any breach by Customer of any of its obligations to Company, Company shall have the rights and remedies of a secured party under the Uniform Commercial Code.

(a) General Lien. Company shall have a general and continuing lien and security interest in and all property (and documents relating thereto) of Customer in its possession, custody, control, or in transit, or coming into Company's actual or constructive possession or control, for monies





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owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both, including for all claims for charges, expenses, or advances incurred by the Company in connection with any shipments of the Customer.

(b) Notice. Company shall provide written notice to Customer of its intent to exercise its rights, the exact amount of monies due and owing, as well as any on-going storage or other charges. Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien and rights.

(c) Right to Sell. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s), including goods, wares, or merchandise as may be necessary to satisfy such lien, at public auction or private sale under the Uniform Commercial Code or other applicable law and any net proceeds remaining thereafter, after payment of amounts due Company, shall be refunded to Customer, provided that Customer shall remain liable for any deficiency arising from the sale.

### 23. No Modification or Amendment

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

### 24. Termination

In addition to any remedies that may be provided under these terms and conditions, Company may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these terms and conditions, in whole or in part; or (iii) 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.

### 25. Force Majeure

The Company shall not be liable or responsible to Customer, 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



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circumstances beyond the reasonable control of Company 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, epidemic, lockouts, strikes or labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

### 26. Severability

In the event any Paragraph(s) and/or portions(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

### 27. Governing Law

Consent to Jurisdiction and Venue. These terms and conditions and the relationship of the parties shall be construed according to the laws of the State of Rhode Island without giving consideration to the principles of conflict of law.

Customer and Company:

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Rhode Island;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of in personal jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgement may be instituted in any jurisdiction.

### 28. Assignment

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.



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### 29. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

### 30. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

### 31. Notices

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with conformation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

### 32. Waiver

No waiver by Company of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Company Officer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise 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.



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### **33. Survival**

Provisions of these terms and conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Disclaimers; Limitation of Liability, Indemnification/ Hold Harmless, Governing Law, Confidential Information and Survival.

### **34. Agreement to Terms and Conditions**

Agreement to these terms and conditions may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature delivered by a party by facsimile transmission or executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable Rhode Island state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

THESE TERMS AND CONDITIONS ARE MADE A PART OF EACH AND EVERY SALES ORDER. DELIVERY OF SALES ORDER TO THE CUSTOMER CONSTITUTES AN ACCEPTANCE OF THESE TERMS AND CONDITIONS.