

**CONDITIONS OF SALE**

The conditions stated below constitute a part of the agreement resulting from an order for the whole or any part of the items covered by this proposal, unless expressly accepted therein:

**MATERIALS** – All materials shall be constructed in accordance with the Purchaser's specifications, if furnished in writing. In the absence of written specifications Seller's construction standards apply unless otherwise specified herein.

**PRICES** – Orders based on specifications and delivery of the proposal, if placed within 30 days from date of the proposal and accepted by the Seller, will be billed at the prices quoted. All prices are f.o.b. point of shipment unless otherwise specified.

**TAXES** – The prices quoted herein are subject to any addition which may be necessary to cover any tax or change now existing or hereafter imposed by Federal, State or municipal authorities upon items herein described or the production, sale, distribution, or delivery thereof, or upon any feature of this transaction.

**ACCEPTANCE, CREDIT AND PAYMENT** – All orders are subject to acceptance by the Seller. Should it be necessary to employ an attorney to collect any of the monies due hereunder, Purchaser agrees to pay reasonable attorney fees, all costs of collection and continuing finance charges.

**CANCELLATION** – After acceptance, orders shall not be subject to cancellation except by Seller's written permission and then only upon payment of a cancellation charge based on percent completion or 10%, whichever is greater.

**SHIPMENTS AND DELIVERY** – All orders based on this proposal shall be subject to the Seller's approval and acceptance as to quantity, delivery, and other conditions not herein set forth. The Seller shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of material or parts, or for other cause beyond his reasonable control, and shall not be liable for consequential damages arising from late delivery in any event.

**INSTALLATIONS** – All items shall be installed by and at the expense of the Purchaser unless otherwise stipulated. The Seller may furnish, at extra cost, personnel to supervise and (or) install the items. Any installation prices quoted are based on the Seller's crew being able to perform the installation work unhindered and in one continuous operation during normal eight hour weekdays.

**LIMITED WARRANTY** – Subject to the Limitation of Liability set forth below, Seller warrants that the items sold hereunder shall be free from defects in materials and workmanship. Materials and workmanship are guaranteed for a period of one year after date of shipment. Items found to be defective in materials or workmanship, under normal and proper use, within one year after shipment, shall be repaired or replaced without charge, removal and installation of said items would be by Purchaser. Where applicable, damage by excessive heat, excessive pressure loss, decomposition by chemical action, wear caused by abrasion, and blinding (plugging) of filtration media shall not constitute defects. Notwithstanding the foregoing, Seller's responsibility for equipment, coatings or commercial items manufactured by others and supplied hereunder is limited to the guarantee furnished by such manufacturer. EXCEPT AS OTHERWISE STATED, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ITEMS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. The warranty herein set forth shall not be extended or modified in any way by any oral representation or statement.

**LIMITATION OF LIABILITY** – SELLER'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO PURCHASER RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING SELLER'S NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, OR ANY DEFECT IN THE ITEMS, REGARDLESS OF WHETHER SUCH DEFECT IS DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR ITEMS WITH RESPECT OF WHICH LOSSES OR DAMAGES ARE CLAIMED, OR, AT THE ELECTION OF THE SELLER, THE REPAIR, REWORKING OR REPLACEMENT OF THE DEFECTIVE ITEMS. IN NO EVENT, INCLUDING IN THE CLAIM OF NEGLIGENCE, SHALL SELLER BE LIABLE FOR THE LOSS OF USE OR PROFIT OR ANY OTHER COLLATERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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