



## Terms and Conditions

**TERM:** The Rental begins one calendar day after the outbound shipment or "will call" and continues through the day the equipment is returned to a US CleanAir facility (IL, PA, and TX).

**FREIGHT:** Equipment is shipped at customer's expense. Freight returned collect without prior written authorization may be refused by CleanAir. If CleanAir elects to receive unauthorized collect freight, a minimum 20% surcharge will be billed to the customer. All duties and taxes are customer's responsibility.

**TITLE AND RISK OF LOSS (SALE ITEMS):** Title to and risk of loss of all products shall pass to Buyer as soon as the products are delivered by CleanAir to the carrier. Each shipment date is approximate, and CleanAir shall not be responsible for any damages of any kind resulting from any delay in shipment or delivery of any products.

**TAX:** Customer will have sole responsibility for the payment of all duties and taxes. Prices for the Products or Services exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered under this agreement. The amount of any present or future taxes and duties will be added to the purchase price and must be paid by Customer. If Customer claims any exemption, Customer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

**PAYMENT:** Due 30 days from date of invoice. A 1.5% late charge per month may be billed for invoices older than 30 days.

**CYLINDER GAS USAGE:** Usage in excess of 500psi in one 14 day period or 1250psi in one month will be subject to excess gas usage charges (100-500psi=\$100, 600-1000psi=\$200, 1100-1500psi=\$300) (Specialty gases=2x the fee). Client accepts full responsibility of returning gas cylinders to CleanAir. Client acknowledges they are trained and capable of shipping gases as dangerous goods with freight carriers.

**WARRANTY:** CleanAir warrants that, upon initial shipment, equipment will meet manufacturer's specifications. Unless Customer gives CleanAir notice of any defect within 48 hours after receipt, it shall be presumed that equipment was received in good condition. Sold assets are "as is", unless otherwise specified in writing. The foregoing warranty shall not apply to any damage to equipment caused by accident or misuse, and CleanAir shall not be responsible for any delays or failures in making repairs, post calibration or replacement due to unavailability of parts, labor strikes, delays in transportation, or other causes beyond its reasonable control. CleanAir disclaims all other warranties, express or implied, including, without limitation, any warranty of merchantability or fitness for any particular purpose of the equipment or that the equipment will not infringe upon any patent or proprietary right of any third party.

**USE OF EQUIPMENT:** Customer shall use equipment in a proper manner in compliance with all laws and other governmental requirements and the manufacturer's instruction, and shall keep the equipment free from all liens and encumbrances. Customer shall bear the entire risk of loss or damage to the equipment from any cause.

**RETURN OF PURCHASED EQUIPMENT:** Authorization must be obtained from CleanAir before returning any products. When requesting return authorization, please advise reason for return, date of purchase, Customer's P.O. number and CleanAir's invoice number. All orders for special, custom, or non-stocked products are non-cancellable, non-returnable and non-reschedulable unless defective and only with a returned material authorization number which shall be issued at the CleanAir's sole discretion. All returns must be shipped freight prepaid at the Customer's expense.

**RETURN OF RENTAL EQUIPMENT:** Customer shall return equipment to CleanAir IL, PA, or TX, in substantially the same condition, using the same packaging materials as when first received. Lost packaging materials (foam inserts) will be billed \$150/set. Customer shall be responsible for and pay CleanAir replacement cost of any lost or materially damaged rental equipment (during rental, return shipment, or outbound collect shipment) as well as cost of restoring any equipment returned with damage or extraordinary wear and tear. If customer does not make agreed upon rental payments in timely manner, CleanAir reserves the right to repossess equipment by any appropriate means at Customer's expense. Customer agrees to make equipment available to CleanAir upon request. Customer shall be responsible for rental accrual as well as replacement cost

**DEFAULT AND REMEDIES:** Customer shall be in default hereunder for failure to pay, when due, any sum due to CleanAir or failure to perform any other obligation owing to CleanAir or if any bankruptcy or similar proceedings under federal or state law shall be filed by or against customer. Upon the occurrence of any such default CleanAir may at any time during the continuance thereof, and in addition to all other rights and remedies available herein, at law and inequity, (1) terminate the rental of all equipment rented to customer, (2) require customer to assemble and return all rental or purchased equipment, or repossess all such equipment, and/or (3) recover from Customer all amounts payable hereunder. CleanAir shall not have any duty to account to customer for the proceeds of any disposition of equipment subsequent to return or repossession. No waiver of any default shall waive any other or subsequent default. Customers shall reimburse CleanAir for all costs and expenses incurred by CleanAir in enforcing its rights hereunder, including attorney's fees. The rights of CleanAir and the Customers shall be governed by the laws of the State of Illinois.

**GENERAL:** When a minimum term is specified, the rental rate is fixed for said minimum term. If no minimum term is specified, or upon the expiration of the minimum term, all rental rates and prices shall be subject to change by CleanAir at any time without notice. Rental, purchase, or exchange of equipment is subject to availability in CleanAir inventory. CleanAir does not use pro-rated daily rates.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

**EXPORT RESTRICTIONS:** Customer acknowledges that each Product and any related software and technology, including technical information supplied by CleanAir or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Customer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Customer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Customer shall, if requested by CleanAir, provide information on the end user and end use of any Item exported or to be exported by Buyer. Buyer shall cooperate fully with CleanAir in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold CleanAir harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

**LIMITATION OF LIABILITY:** In no event, whether as a result of breach of contract or warranty, tort (including negligence) or otherwise, shall CleanAir be liable for: (a) any consequential, incidental or exemplary damages, including, without limitation, any loss of profit or revenues, loss of use of any equipment, damage to other equipment, cost of substitute equipment or down-time costs; (b) any claims, demands or actions against Customer by any third party; (c) any loss or claim arising out of the use of or related to the products or services; or (d) any unavailability of the product for use or any lost, damaged or corrupted data or software. CleanAir's aggregate liability will be limited to the value of this agreement with Customer.

Customer agrees to indemnify CleanAir from and against any and all third party claims which are brought against CleanAir resulting from Customer's direct or indirect use of any products purchased or rented. The indemnity obligation shall be broadly construed, and shall include not only indemnification for any third party claims, but also for any and all attorneys' fees, litigation costs and like expenses which CleanAir is forced to incur with respect to an indemnified obligation.

**INTELLECTUAL PROPERTY:** Customer acknowledges that CleanAir's Products and all intellectual property associated with same, including but not limited to trademarks, service marks, patents, copyrights, software, design documents, and proprietary know-how and other attributes are the sole and exclusive intellectual property of CleanAir. No intellectual property rights transfer to Customer as a result of CleanAir's sale of its Products or Services unless expressly agreed to in writing. The Customer may not alter, modify, enhance, create derivative works, reverse engineer, de-compile, decrypt, or otherwise reduce the Products or Software without prior written consent of CleanAir.

If software is purchased, Customer is granted a nonexclusive royalty-free license to use the software in accordance with the accompanying Software License Agreement.

**COMMERCIAL ARBITRATION:** Any disputes between Buyer and CleanAir regarding this order which cannot be settled amicably by the parties hereto shall be submitted to binding arbitration in accordance with the rules, practices, and procedures of the American Arbitration Association. Any arbitration proceeding shall take place at Chicago, Illinois. The prevailing party at arbitration shall be entitled to recover as a part of the arbitrator's award all of its arbitration expenses, including, but not limited to, attorney fees, expert fees, travel costs, court reporter fees, and the like.

Notwithstanding the foregoing, CleanAir reserves the right to elect to commence general commercial litigation against Buyer for its failure to pay for products purchased in accordance with the terms described herein. The parties agree that Cook County, Illinois shall be the proper venue and jurisdiction for any such claims. The prevailing party in conjunction with such litigation shall be entitled to recover as a part of the final judgment all of its litigation expenses, including but not limited to attorneys fees, expert fees, trial costs, court reporter fees, and the like.

**SOLE AGREEMENT:** CleanAir sells products only under the foregoing terms and conditions and will not be bound by terms or conditions stated by any purchaser in any offer, acceptance, or other contractual document. Placing an order or accepting delivery of products constitutes acceptance of these terms and conditions. No waiver, alteration or modification of any of the provisions hereof shall in any event be effective or binding upon CleanAir unless in writing and signed by a duly authorized employee of CleanAir.

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I agree to the Terms and Conditions I've read above and would like you to keep our signature on file for faster service.

I agree to the Terms and Conditions I've read above but prefer to sign each order individually before our order is shipped.

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Company: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Date: \_\_\_\_\_