

- **Quote Terms:** Prices quoted herein are valid for 30 days. Quoted prices are in U.S. Funds. Quoted prices are for domestic purchase and use only. Accessories that are added after the order is placed will require a 15% surcharge. Any change requested made after the order is released to engineering/production will be subject to a \$200.00 change fee, in addition to any other cost associated with the change.
- **Weiss Technik North America, Inc ("WNA") cannot be responsible for any misapplied product, nor for consequential damages arising from the use of its products or any loss of customer testing time.**
- **Hazardous Warning:** The quoted unit is not designed for use with or the processing of hazardous materials, including potentially flammable, explosive or corrosive material. If hazardous materials are involved in your process, please contact our sales department for an alternate quotation on a properly designed unit.
- **Shipment:** All shipment dates listed are estimates of the approximate lead time required after acceptance of order with accurate information, completed checklist, and signed approval drawing when applicable. Ship dates are not guaranteed and are reasonable and accurate estimates based on situations at the time of the issuance of the quotation. All efforts will be made to uphold, or improve quoted delivery, but WNA cannot be responsible for circumstances beyond our control. Consult factory for specific ship dates.
- **Delivery:** When equipment shipping is delayed at the customer's request beyond the advised shipment date for a period longer than ten (10) business days, we may (1) require that you arrange for the equipment to be stored in a commercial warehouse with all transportation, storage, handling, and other charges to be billed to you and (2) invoice you the entire unpaid balance on the purchase price of the equipment with payment terms of net 30 days.
- **FOB:** FOB Origin/Title Transfer Point is our plant, Cincinnati, Ohio. Air ride transportation is required and deviations from this mode will void warranty.
- **North America Payment Terms:**
 - Net 30, on orders with a total value of \$80,000.00 or less, (with credit approval). The total order amount will be invoiced at shipment of equipment, due net 30 days from date of invoice.
 - On orders with a total value greater than \$80,000.00, We require the following milestone payments:
 - 20% with receipt of order
 - 30% on receipt of major materials at our plant, sign-off of approval drawings, due upon receipt of invoice
 - 40% on shipment of equipment, due on receipt from date of invoice*
 - 10% payment upon receipt of invoice after start-up/installation not to exceed 30 days from shipment

* If no scheduled start-up, then final payment to be 50% on shipment of equipment

Note: A service charge of 1.5% per month (18% per annum) or the maximum permitted by law, whichever is less, shall be added to past due balances.

Check Payments:	Wires/ACH Payments:
Weiss Technik North America, Inc. 12011 Mosteller Road Cincinnati, Ohio 45241-1528 USA	Beneficiary: Weiss Technik North America, Inc. JP Morgan Chase 111 East Wisconsin Avenue WI1-2033 Milwaukee, WI USA 53202-4815 SWIFT: CHASUS33 Wire ACN ABA: 075000019 Account No: 371877058

- **Taxes And Other Charges:** Any manufacturer's tax, retailer's occupational tax, use tax, excise tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between WNA and the customer shall be paid by the customer in addition to the prices quoted or invoiced. In the event WNA is required to pay any such tax, fee or charge, the customer shall reimburse WNA therefore or, in lieu of such payment, the customer shall provide WNA at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing same. Inspection fees such as CSA, UL, CE, Ontario-Hydro or other such fees are not included and will be the responsibility of the customer unless otherwise specified in the quotation.
- **North America Warranty:** Z-Plus and MicroClimate® product lines include a two-year parts and one year labor warranty. StableClimate® II, TimeCompressor, VTS-1 & VTS-3 products include one-year parts and labor warranty. All other products include a standard one-year parts and 90 days labor warranty, unless otherwise specified. Full warranty details are included in the equipment user's manual at the time of shipment. See "Equipment for Export" warranty section for chambers shipped outside of North America.

- **Chamber Re-Assembly/Erection, Start-Up and Training:** The equipment quoted is of custom design to meet specific applications. Products are tested for functionality to meet the customer's quoted test specifications. Any additional test specification or ATP, Acceptance Test Procedures, will be conducted at additional expense to the customer.
 - Since the performance of the unit may depend on such factors as cooling water temperature and flow, ambient conditions, customer loads, or other variables, we strongly recommend the purchase of supervision of the equipment's re-assembly/erection (if required) start-up and training to be performed by a WNA authorized service company in your area, or by our factory service technician. If a re-assembly/erection (if required) start-up and training has been purchased; this service must be conducted within 6 months from the shipment of the unit(s).
 - For start-ups requiring the use of a sub-contracted service company, we recommend that the customer use an approved WNA Service Contractor. If an unauthorized Service Contractor performs the re-assembly/erection and start-up of the equipment; the customer assumes all risks associated with the re-assembly/erection of the equipment. Also, if an unauthorized Service Contractor is used, we are not responsible for additional materials, including refrigerant for topping off system, if the condenser runs exceed the 50 foot specified length.
 - The Customer shall be responsible for identifying and notifying us of all applicable local and/or state fire codes, building codes, and zoning requirements. If a local and/or state fire codes, building codes, or a zoning requirement may affect the design of the equipment, it shall be the customer's obligation to notify us at the time that design specifications are approved.
 - If a local and/or state fire codes, building codes, or a zoning requirement may affect the re-assembly/erection of the equipment, then the Customer shall be responsible for the correct re-assembly/erection of the equipment. Customer is also responsible for obtaining any required permits. WNA shall not be responsible for any design of the equipment which violates local and/or state fire codes, building codes, or zoning requirements, unless customer has notified WNA out of such requirements, nor shall it be responsible for customer's re-assembly/erection of the equipment in violation of local/state fire codes, or building codes or zoning requirements or for customer's failure to obtain a required permit.
- **Cancellation and Termination of Work:** Customer may cancel the order only upon payment of all of the following: (1) WNA's actual expenses pertaining to the order incurred through the date of cancellation, (2) the actual costs WNA has incurred or will incur for commitments made by WNA pertaining to the order, and (3) any other expenses to be incurred by WNA arising out of the termination of the order (this would include the cost of capital and any restocking charges). Customer may indicate its intention to cancel the order only by delivering written notice to WNA, whereupon we will notify customer of the payment amount required to terminate the order pursuant to this provision and such amount will be immediately due and payable. The order will be canceled only upon payment of such amount; however, WNA shall be entitled to cease all work pertaining to the order upon receipt of customer's notice of intention to cancel.
- **Statutory and Regulatory:** (Examples OHSA, Safety Devices, F.M., F.I.A., NEC, IP, Etc.) Products are not required to conform to any standards, except OSHA and NEC, unless the same are set forth in the quote. Where conformance is part of the installation, WNA shall furnish any required equipment, beyond those specifically indicated in the quotation only when mutually agreed upon in a written agreement signed by WNA.
- We reserve the right to revise prices and specifications detailed within this proposal after the stated, lapsed date.
- Quoted prices do not include Federal, State, or local taxes. Taxes, whenever applicable, shall be brought to the attention of WNA prior to the issuance of invoice for inclusion, and as a separate charge, to be paid by the customer.
- Verbal orders are subject to formal, written confirmation.
- Purchase orders are subject to acceptance and written acknowledgement.
- Prices quoted as "budgetary" "ballpark" or "estimated" are not official and subject to review.
- WNA cannot be responsible for any misapplied product, nor for consequential damages arising from the use of its products.
- No claims for missing merchandise will be considered if made more than fifteen (15) days after the date of shipment. It is the responsibility of the customer's receiving department to make notations of any damages to the crating material or merchandise on the delivery bill of lading so the customer can file a valid claim with the carrier. It is the customer's responsibility to file a claim even if the shipper has chosen the transportation carrier, when the customer has not designated a specific transportation carrier.
- No returns of materials will be honored without prior written approval.
- **Performance:** The equipment quoted is of custom design to meet specific applications. Products are tested for functionality to meet the customer's test specifications. Running this equipment at 50Hz will generally adversely and negatively affect stated performance in our quotation and literature by 17%, due to the slowing of all compressor and fan motors and heaters, unless specifically called out in the body of the quotation.

Equipment for Export:

- These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.
- **Payment & Shipping Terms:** Normal shipping trade terms are EXW (Ex Works) Origin Cincinnati, Ohio. IPPC Labeled/ISPM 15 compliant Heat-Treated Wood Crating will be used for crating at an additional cost to the customer.
- All equipment for shipment outside of the U.S.A., Canada & Mexico is subject to **full payment in advance** or **advised irrevocable letter of credit** payable at sight drawn in favor of WNA- as shown below before the equipment can be released for shipment. **Detailed letter of credit instructions are provided separate from this document.**

Check Payments (US Payments only):	Wires/ACH Payments:	Letters of Credit:
Weiss Technik North America, Inc. 12011 Mosteller Road Cincinnati, Ohio 45241-1528 USA	Beneficiary: Weiss Technik North America, Inc. JP Morgan Chase New York, NY USA 10004 SWIFT: CHASUS33 ABA: 075000019 Account No: 371877058	JP Morgan Chase Bank, N.A. Global Trade Services, MC: FL3-2424 10420 Highland Manor Drive Tampa, FL 33610-9128 SWIFT: CHASUS33

- **When other payment and trade terms are agreed upon by WNA, charges forwarding, storage, insurance, inland freight or other** special charges as a result of change from normal trade and payment terms will be the responsibility of the customer. All price quotes are in U.S. funds. Shipping costs, insurance, banking charges, custom clearance charges, legalization of documents for import purposes, import duties, taxes and import license are the responsibility of the customer.
- **Warranty:** Two-year parts only warranty is provided on ZP and MicroClimate products lines. All other product lines include one-year parts only warranty for all equipment exported outside of the U.S., Canada or Mexico covered under the terms of WNA. All replacement parts provided under warranty by WNA are shipped F.O.B. our plant (Title Transfer Point), Cincinnati, Ohio, Freight Collect.

General:

- **Force Majeure:** Notwithstanding any other provision of these general terms and conditions, whenever performance by WNA or customer of any of its obligations hereunder is substantially prevented by reason of any act of God, acts of a public enemy, acts of the governments of any state or political subdivision or any department or regulatory agency thereof or entity created thereby, quotas, embargoes, acts of any person engaged in subversive activity, terrorism or sabotage, fires, floods, explosions or other catastrophes, epidemics, pandemics, quarantine restrictions, strikes or other labor shortages or stoppages, shortages of materials, delays caused by third-party vendors or subcontractors, or any other reason beyond the reasonable control of WNA or Customer (collectively called "Force Majeure"), then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed or adjusted accordingly and the affected party shall use all reasonable efforts to overcome such Force Majeure.
 - WNA and Customer undertake to promptly exchange required information to the extent reasonable and to adjust their obligations in good faith to the changed facts and circumstances.
 - If a force majeure event is not ceased within a period of three (3) months, the other party may terminate this agreement with immediate effect. Additional claims do not exist.
- **Place of Jurisdiction, Governing Law:** Place of jurisdiction for all disputes arising from this contractual relationship is Cincinnati, Ohio. WNA may also file legal action against the customer at the customer's place of business. The laws of the United States, governing legal relationships between domestic parties exclusively apply to all legal relationships between WNA and the customer. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) or other conventions on the law of the sale of goods is excluded.