

1. **CONTROLLING TERMS** – These terms and conditions govern the sale of all equipment and products by CS Industrial Services, LLC. These terms and conditions take precedence over Purchaser's conflicting, inconsistent, supplemental or additional terms and conditions to which notice of objection is hereby given. Neither CS Industrial Services' commencement of performance or delivery shall be deemed or construed as acceptance of Purchaser's conflicting, inconsistent, supplemental or additional terms and conditions. CS Industrial Services' failure to specifically object to any conflicting, inconsistent, supplemental or additional terms will not change, alter, add to or subtract from the terms of this agreement. Purchaser's acceptance of the Products and/or Services from CS Industrial Services shall be deemed to constitute acceptance of the Terms and Conditions contained herein.

2. **PRICES AND TAXES** – All prices shown are F.O.B. CS Industrial Services' plant. Unless Purchaser instructs CS Industrial Services otherwise, CS Industrial Services will select a carrier and arrange shipment, and appropriate freight, packing and related charges will be added to the invoice. Except as expressly set forth on CS Industrial Services' quotation or invoice, prices do not include customs duties or sales, use, excise or other taxes. The Purchaser shall pay all such taxes and all personal property taxes assessable on the Products after delivery to carrier.

3. **PAYMENT** – Payment is due by one of the following methods: (a) prepayment in advance of shipment (by wire transfer or means that will provide available funds prior to shipment); or (b) C.O.D. with payment in certified funds (C.O.D. terms are only available for shipments to points within the U.S.; or (c) by irrevocable letter of credit payable 15 days after shipment by a bank acceptable to CS Industrial Services (with all fees and charges to be paid by Purchaser). However, if open account credit is granted (which is subject to CS Industrial Services' continuing approval), then payment shall be due and payable in full 15 days after shipment date. Service charges of 1½ % per month or, if less, the maximum permitted by applicable law may be charged on past due amounts. CS Industrial Services hereby reserves and Purchaser hereby grants to CS Industrial Services a security interest in the goods sold hereunder and proceeds thereof to secure the purchase price of such goods. Purchaser grants to CS Industrial Services all rights of a secured party under the Uniform Commercial Code, including, without limitation, the right to take possession of the Product without legal process and the right to require Purchaser to make the Product available to the CS Industrial Services at a place reasonably convenient to both parties. At CS Industrial Services' request, Purchaser shall execute any financing statement or statements submitted by CS Industrial Services in order that CS Industrial Services' security interest in the Product may be perfected. If the account is referred to an attorney or placed with an agent for collection, the Purchaser agrees to pay all costs and expenses of collection, including (without limitation) reasonable attorney fees, court costs, and any contingency fees paid to a collection agent.

4. **DELIVERY AND RISK OF LOSS** – Times between order and delivery of Products may vary. CS Industrial Services shall not be responsible for any loss or liability suffered by Purchaser as a result of failure or delay in the delivery of Products. If CS Industrial Services obtains delivery or transportation insurance, CS Industrial Services shall in its sole discretion determine the insurance carrier and the packaging for the Products. Risk of loss of or damage to the products shall pass to Purchaser on delivery by CS Industrial Services to a common carrier for shipment. Purchaser shall reimburse CS Industrial Services for any insurance obtained covering risks involved in transporting Products to Purchaser, but CS Industrial Services is not required to obtain such insurance.

5. **ACCEPTANCE** – Purchaser shall inspect Products promptly upon receipt at the shipping destination and may reject any Products that fail in any significant respect to meet CS Industrial Services' specifications as set forth in CS Industrial Services' most recent Product literature. Products not rejected by notifying CS Industrial Services and requesting a returned materials authorization (RMA) within 30 days of receipt by Purchaser shall be deemed accepted. Rejected Products shall be returned freight prepaid to CS Industrial Services within 10 days of Purchaser's receipt of the RMA. CS Industrial Services shall, at its option and expense, either repair or replace properly rejected Products. CS Industrial Services shall prepay transportation charges back to Purchaser and shall reimburse Purchaser for reasonable transportation costs incurred to return properly rejected products to CS Industrial Services. Otherwise, Purchaser shall pay transportation for shipping to and from CS Industrial Services. Risk of loss or damage to Products shipped pursuant to this Section 4 shall be borne during shipment by the party shipping the

Products. Except for Products properly rejected under this Section 4 or returned for repair or replacement under Section 5, no products will be accepted for credit return without CS Industrial Services' prior written authorization, which is up to CS Industrial Services' sole discretion. If CS Industrial Services accepts the return of a Product for credit, Purchaser returning the item(s) agrees to pay for all freight cost associate with the return and a restocking fee of up to 25% of the purchase price (plus applicable rental charges on equipment held for more than 30 days). CS Industrial Services will accept the return of Products delivered in error, and Purchaser will be credited or not charged for such Products.

6. **CANCELLATION/CHANGES** – Purchaser may not cancel or change an order once placed with and accepted by CS Industrial Services except with the prior written consent of CS Industrial Services and upon terms that will indemnify or reimburse CS Industrial Services for any loss or expense that it might incur. CS Industrial Services reserves the right to correct mathematical or clerical errors.

7. **WARRANTY** – The only warranty made by CS Industrial Services, either express or implied, is as expressly set forth in writing in the separate product literature for each product. CS INDUSTRIAL SERVICES MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMIT OF LIABILITY** – In no event shall CS Industrial Services be liable to Purchaser or any other person for re-procurement costs, lost profits, loss of use, or incidental special or consequential damages, even if CS Industrial Services has been advised of the possibility thereof, arising out of or in connection with the sale, delivery, installation, use loss of use, repair or performance of the Products, including all additions to and replacements of the Products, or any failure or delay in connection with any of the foregoing. In no event shall CS Industrial Services' liability arising in connection with any Product(s) sold or to be sold hereunder (whether such liability arises from a claim based on contract, warranty, tort, otherwise) exceed the actual amount paid by Purchaser to CS Industrial Services for the products(s) involved in such claim.

9. **PRODUCT MARKINGS / NO LICENSE** – Purchaser shall not remove or alter any tags, labels or identifying markings placed by CS Industrial Services on any Products or Product packaging. Nothing in these Terms and Conditions is intended or shall be construed to grant any license or other permission by CS Industrial Services to Purchaser to use any trademarks, trade names, copyrighted materials, patents or other intellectual property rights or interest of CS Industrial Services at any time.

10. **EXCUSABLE DELAYS / FORCE MAJEURE** – If the performance of any obligation, except for payment of monies due, is prevented, restricted or interfered with by reason of any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the party to whom performance is due, shall be excused from such performance to the extent of the time period of such prevention, restriction, or interference. CS Industrial Services shall not be liable for any failure or delay in performance with respect to delivery or otherwise, if such failure or delay is due to an act of God, war, civil disturbance, riot, labor difficulties, factory capacity, fire, other casualty, accident, inability to obtain containers or raw materials, supplier's failure or inability to perform, governmental acts or restrictions, including shutdowns and inability to perform due to pandemics, or any other cause of any kind whatever beyond the reasonable control of CS Industrial Services. CS Industrial Services shall have the right at its option and without liability to apportion its supply of product among its customers, including its affiliated divisions and companies, in such a manner as CS Industrial Services, in its sole discretion, believes equitable. In no event shall CS Industrial Services be obligated to purchase products from others in order to enable it to deliver products to Purchaser.

11. **GENERAL** – Purchaser's purchase orders and these Terms and Conditions of Sale shall be governed by the laws of the State of New York (excluding laws governing choice of law). With respect to these Terms and Conditions of Sale, no representation, promise, waiver, amendment or modification shall be binding on either Purchaser or CS Industrial Services, unless it is in writing and signed on behalf of such party by a duly authorized representative. No purchase order submitted to CS Industrial Services shall be deemed a contract or be binding in any way on CS Industrial Services until accepted in writing by CS Industrial Services.



**CS INDUSTRIAL SERVICES - STANDARD TERMS AND CONDITIONS OF SALE  
REPAIR & SERVICE**

**TRUSTED PARTNER AND EXPERTS  
FOR YOUR COMPRESSED AIR SYSTEM**

1. **CONTROLLING TERMS** – This document constitutes CS Industrial Services offer to perform repairs or service work and said offer is strictly limited to the terms and conditions contained herein and shall not be superseded by any purchase order or other document issued subsequently by Purchaser. In the event that Purchaser has previously issued a purchase order or other document, and this document is deemed to constitute acceptance of a prior offer, CS Industrial Services expressly rejects any terms submitted in said offer that are inconsistent with or in addition to the terms contained herein, and CS Industrial Services acceptance is expressly made conditional upon Purchaser's assent solely to the terms contained herein. Acceptance by Purchaser of any goods or service of CS Industrial Services shall be deemed to constitute assent by Purchaser solely to these terms herein. No waiver or alteration of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed to in writing by an executive officer of CS Industrial Services.

2. **PAYMENT** – Purchaser agrees to pay CS Industrial Services compensation for its services in accordance with the rates then in effect in CS Industrial Services' current rate schedule, which is subject to change, plus any taxes or other amounts due for parts, transportation or other charges incurred by CS Industrial Services for Purchaser. Any estimates given by CS Industrial Services are to be considered as approximate only, and Purchaser will be billed on the basis of CS Industrial Services' rates for the actual repairs made and parts or equipment actually provided. The terms of payment are net 15 days from the date of invoice, unless otherwise agreed in writing by the parties.

3. **INTEREST AND ATTORNEY FEES** – In the event of default by Purchaser in the payment of any amounts owed hereunder, interest at the rate of 1½ % per month, or the maximum rate permitted by law, whichever is less, will be assessed on the unpaid balance from the date payment was due. In the event that this account is placed in the hands of an attorney for collection, Purchaser also agrees to pay reasonable fees and expenses (including attorney's fees).

4. **DELAYS** – It is expressly agreed that time is not of the essence in performance of work hereunder, and that CS Industrial Services shall not be liable for any damages due to delay.

5. **LIMITED WARRANTY** – CS Industrial Services warrants to Purchaser the repair work furnished hereunder to be free of Defect's in workmanship for a period of 90 days after completion of the repair work. CS Industrial Services shall make necessary repairs to correct defective workmanship free of charge, FOB CS Industrial Services. CS Industrial Services makes no warranties of any kind whatsoever either express or implied or statutory on any parts or equipment furnished hereunder. CS Industrial Services shall extend to Purchaser any manufacturer's warranty that may be in effect for parts or equipment furnished hereunder, but CS Industrial Services does not guarantee such warranties. If any defects occur in any part or equipment furnished hereunder which is under manufacturer's warranty, CS Industrial Services shall use its best efforts to assist Purchaser in enforcing any warranty claims against the manufacturer in accordance with manufacturer's policy regarding return, repair or replacement. The above warranties shall not apply if such equipment has been abused, misused or improperly maintained, or if the parts or equipment were not originally repaired by CS Industrial Services. Normal wear and tear are excluded from this warranty. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, CS INDUSTRIAL SERVICES, DISCLAIMS ALL WARRANTIES ON GOODS AND SERVICES FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. THE WARRANTY PROVIDED HEREIN CONSTITUTES THE SOLE OBLIGATION OF CS Industrial Services, RELATING TO THE REPAIR OF THE EQUIPMENT, AND ITS MAXIMUM LIABILITY IS LIMITED TO THE ORIGINAL REPAIR COSTS.

6. **LIMITATION OF LIABILITY** – The remedies of Purchaser set forth herein are exclusive, and the total liability of CS Industrial Services with respect to the goods and services furnished in connection with this contract, whether based on contract, tort, negligence, indemnity, strict liability or otherwise shall not exceed the purchase and repair costs paid by Purchaser hereunder. In no event shall CS Industrial Services, or manufacturers of goods provided in connection with this contract, be liable for consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, including but not limited to the damages for any defect in or failure of the goods serviced or provided, whether based upon lost goodwill, lost revenue or

anticipated profits, interest, loss of use, work stoppage, and whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

7. **Indemnity** – Purchaser shall protect, defend, indemnify and hold harmless CS Industrial Services from and against any loss or damage to Purchaser's equipment, however occurring, including but not limited to improper operation, improper maintenance, explosion, fire or casualty, except to the extent that such damage is attributable to gross negligence of CS Industrial Services. Purchaser shall protect, defend, indemnify and hold harmless CS Industrial Services from and against any loss, damage, liability, suit, expense or claim, however occurring, for damage to, loss or destruction of any property Purchaser or any third party and for injury to or death of any persons, whether Purchaser or its employees or third parties, in any way arising out of CS Industrial Services work except to the extent that such loss, damage or injury is attributable to the gross negligence of CS Industrial Services.

9. **GENERAL** – Purchaser's purchase orders and these Terms and Conditions for service and repair work shall be governed by the laws of the State of New York (excluding laws governing choice of law). With respect to these Terms and Conditions for service and repair work, no representation, promise, waiver, amendment or modification shall be binding on either Purchaser or CS Industrial Services, unless it is in writing and signed on behalf of such party by a duly authorized representative. No purchase order submitted to CS Industrial Services shall be deemed a contract or be binding in any way on CS Industrial Services until accepted in writing by CS Industrial Services.