

Terms and Conditions for Synexis Goods

- 1. General Application.** These Terms and Conditions (“Terms”) govern your order and purchase of units and consumables (“Goods”) from Synexis (“we” or “us”). Each order and purchase of Goods will be deemed subject only to these Terms and the terms for quantity contained in your Purchase Order for Goods that has been accepted by us. These Terms will control over any conflicting terms contained in any Purchase Order except as you and we otherwise expressly agree in writing. We can accept or reject any Purchase Order in our sole discretion.
- 2. Shipment of Goods.** All shipments of Goods will be FOB Synexis Shipping Point (Incoterms 2020, Free on Board – Purchaser pays costs for shipping; title, delivery and risk of loss or damage passes to Purchaser upon shipment). Synexis will procure shipping to shipping address designated on your Purchase Order, or if not designated in your Purchase Order, to your current delivery address as listed in our records. Purchaser shall pay Synexis the shipping costs on all orders shipped to Purchaser. Purchaser requests for expedited delivery or other special handling may result in additional charges.
- 3. Inspection of Goods for Damage.** Synexis shall not be liable for loss, damage, detention, or delay from causes beyond its reasonable control, such as acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities. Actual receipt of the Goods by Purchaser shall constitute a waiver of all claims for delay. The Goods covered by this Agreement shall be deemed finally inspected and accepted within 5 days after the delivery thereof, unless notice of rejection or notice of any claim is given in writing to Synexis within said period. Acceptance as aforesaid shall constitute acknowledgement of full performance by Synexis of all its obligations hereunder except as otherwise expressly provided herein.
- 4. Pricing.** The purchase price for the Goods at the time of your order will be as listed on the executed Quote by Purchaser and Synexis including shipping. In addition to the price for the Goods, you will be responsible for all sales tax, use tax or similar taxes applicable to the sale of the Goods. Applicable taxes will be added to the price charged for the Goods and included on your invoice unless you have a valid tax exemption on file with Synexis.
- 5. Limitation on Use of Goods.** Purchaser shall operate the Goods exclusively in connection with its business and in accordance with the manufacturer’s maintenance requirements, including, without limitation, (a) changing the sail (catalyst); (b) using and routinely replacing MERV 10 or higher HVAC filters for particulate filtration; and (c) using activated charcoal or zeolite filtration for Volatile Organic Hydrocarbons. You warrant that you shall comply with all laws and regulations relating to the use of these Goods, for example, you will not re-label, repack or make any alteration to Goods and packaging. Any violation of these Terms shall subject you to immediate termination of your rights to purchase Goods.
- 6. Domestic Use Only.** Unless we otherwise agree in writing and subject to the limitations provided in Section 5, all Goods are sold hereunder solely for use within the United States of America and may not be exported.
- 7. Payment.** Invoices will be issued as of the date Goods is shipped by Synexis to Purchaser. Payment on invoices is due according to the payment terms set forth in the executed Quote by Purchaser and Synexis and shall be payable in United States currency. The undersigned agrees that in consideration for the extension of credit applied for herewith, Purchaser hereby grants Synexis a security interest in the Goods until all amounts owed by Purchaser to Synexis are paid in full and that any amounts not paid by 30 days after the date of the invoice shall bear a service charge at the rate of one and one-half percent (1½%) per month, eighteen percent (18%) per annum, until paid in full. (Not to exceed the maximum legal limit in this state.) A service charge of \$25.00 will be charged and paid by Purchaser for each check returned for any reason. Authorized returns of regular saleable stock items will be subject to a handling charge to be determined at time such items are inspected at Synexis’ place of business and restocked as saleable merchandise. If at any time Synexis deems the financial responsibility of Purchaser unsatisfactory, it reserves the right to require payment in advance or other security, guarantee that the invoice will be paid promptly when due, or terminate any further obligations due to Purchaser by Synexis (including maintenance or providing further consumables).

8. **Installation and Maintenance Services.** If installation and/or maintenance of the units is purchased, the terms and conditions for such installation and/or maintenance and the schedule for such shall be as in effect at the time of our acceptance of your Purchase Orders. Synexis will provide such terms and schedule to Purchaser after acceptance of your Purchase Order.
9. **Warranty.** Synexis warrants and represents that the Goods shall be free from defects in workmanship, manufacture, design, and material defects for a period of 1 year from the date of delivery, unless otherwise agreed upon by both Parties in writing; provided, that the Goods are installed, maintained, and operated in accordance with Synexis' specifications. This warranty is inclusive of parts, labor, and travel to the location (defined below). If Synexis makes 3 trips for the same warranty item during any 90-day period, Synexis will replace the defective parts or components of such Goods as determined by Synexis in Synexis' sole discretion. Synexis warrants that under normal use and service, all Goods which are continuously maintained in accordance with this Agreement from the date of its installation and Synexis specifications will remain in satisfactory operating condition. Synexis' sole obligation under this warranty will be to repair any item of Goods that is repairable or at its option, refurbish, overhaul, rebuild, or replace any item of Goods that has been promptly reported as defective in material or workmanship by the Purchaser to Synexis within the warranty period and which has been determined by Synexis to have been defective. Except for the foregoing warranties in this Section 6, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS. WE ARE NOT AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Our liability for damages in any event is limited to your purchase price for the item of Goods with respect to which damages are claimed. Without limiting the disclaimer of warranties and limitation on liability established in these Terms, you expressly assume all risk of patent infringement by reason of your use of the Goods in combination with any other material not sold or installed by Synexis.
10. **Force Majeure.** Either you or we may suspend or cancel any scheduled delivery of Goods not already made without liability of any kind to the extent production, delivery or acceptance of delivery is impossible or commercially impracticable by reason of an act of God, war (whether declared or not) or threat of war, government retaliation against foreign or domestic enemies, invasion, civil unrest, revolution, terrorist act or threats, earthquakes, fires, floods or other natural disasters, order or act of government or government agency or officers, recognized health threats (including any pandemic or epidemic) as determined by the World Health Organization, the Center for Disease Control, local health agency or any other applicable governmental authority (including the COVID-19 worldwide pandemic), labor disturbances, strikes, disruption of financial institutions, interruption of utilities or transportation or communication lines, embargo, or other causes or acts of a similar nature or force beyond the control of the party desiring to suspend or cancel delivery. During any shortage of fuel, power, raw materials, labor, containers, or transportation facilities, we may allocate our supply of such items or resources as we see fit.
11. **Modification of these Terms.** We reserve the right to modify these Terms from time to time, provided that these Terms as in effect at the time of our acceptance of your Purchase Order will remain in effect with respect to the Purchase Order, and any future Purchase Orders submitted by you and accepted by us will be governed by our terms of purchase as in effect at that time irrespective of any course of dealing between or expectations of the parties.
12. **Miscellaneous.** These Terms and the transaction(s) to which they relate will be construed under the laws of the State of Kansas without regard to conflicts of law principles. The parties agree to exclusive jurisdiction and venue relating to this agreement and any actions in connection therewith shall be in the state district courts for Johnson County, Kansas and hereby waive any right to object to such jurisdiction and venue. Each party acknowledges and agrees that any controversy that may arise under this Agreement, including any exhibits attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits attached to this Agreement, or the transactions contemplated hereby. Purchaser may not assign any of its rights or obligations under these Terms without Synexis' written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified, or amended except by a writing signed by you and us