

TERMS AND CONDITIONS OF SALE

ACCEPTANCE AND PRICES: This proposal is subject to acceptance within thirty (30) days from the date contained thereon and the prices are subject to change without notice upon expiration of this proposal. Prices are quoted expressly in consideration of the terms and conditions of this proposal. Any delay in shipment/installation caused by Buyer's actions will subject prices to increase.

PAYMENT TERMS AND COLLECTIONS COSTS: This is not a credit sale. Fifty percent (50%) of the amount stated on the proposal shall be due and payable upon acceptance and the balance of the entire invoice is due upon completion of described work, unless otherwise stated on the proposal. Service charges will apply all accounts thirty (30) days past due. It is agreed that the Robinson Heating & Cooling, Inc. ("Company") will retain title or ownership to any equipment or material that may be furnished until final payment is made, and if settlement is not made as agreed, the Company shall have the right to remove equipment or material and the Company will be held harmless for any danger resulting from the removal thereof. Buyer agrees to pay all expenses incurred by the Company for any delinquent accounts, including, but not limited to actual attorney's fees, filing fees and costs. Any and all disputes arising out of this sale shall be interpreted under the laws of the state of Wisconsin.

WARRANTIES & LIMITATIONS ON WARRANTIES: Company warrants that all work performed hereunder will be completed in a professional manner and said work shall be free from defects in workmanship for a period of twelve (12) months from the date said work was performed. Only the manufacturer's warranty is provided on any parts of materials provided in connected with the work. Company's obligation for defective remedy, shall be limited to the replacement of any defective parts or workmanship and shall be conditioned upon Company receiving actual written notice of said defects within a warranty period(s) applicable. Company shall in no event be responsible or liable for modifications, alterations, misapplication or repairs made to its products by Buyer or others, or for damage caused thereto by negligence, accident or improper use by Buyer or others. Unpaid balances or disputed charges on any customer invoices will void any and all warranties. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES, OR PROFITS, OR DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION, OR CLAIMS OF THIRD PARTIES AGAINST BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF PRODUCTS.

PRIME CONTRACTOR'S NOTICE OF LIEN RIGHTS: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY LOCATED AT THE ADDRESS ON FRONT OF THE PROPOSAL MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE SELLER, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION.

ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the parties with respect to the matters set forth in this Proposal and supersedes all other agreements either written or oral concerning the subject of this Proposal.

BUYER'S RESPONSIBILITIES: Pre-existing chimneys, electrical service, drains, radiation systems, ductwork, concrete, building structure, fuel sources, and any other fixtures/structures that are utilized by the equipment are the owner's responsibility to be free from defects. Equipment needs to be tuned and checked as recommended by the manufacturer. Your new equipment will last longer and run more efficiently with regular maintenance. Items not covered by warranty include problems caused by dirty filters or other components due to a lack of maintenance. Acts of nature, dead batteries in thermostats, blown fuses or circuit breakers are also not warranted. A warranty claim must involve a failed part in the unit that is not caused by external sources. Tune ups/maintenance are performed by appointment during business hours only. Emergency service does not include tune ups and tune ups will not be performed during emergency service.

RESTRICTION OF THE PERIOD LIMITATION OF ACTION: Any legal action relating to this Agreement/Proposal or breach thereof shall be commenced within one (1) year from the date of the work. Buyer shall be deemed to have accepted all delivered goods, which he has not rejected within three (3) days of receipt.

FORCE MAJEURE: Seller shall not be liable for any failure to perform hereunder if such failure is caused directly or indirectly, in whole or in part, by fires, floods and other acts of God; war, terrorism, or other hostilities; strikes or other labor disputes; work stoppages; accidents and casualties; inability to procure supplies, fuel and raw materials; delays in transportation; restrictions or regulations imposed by any governmental authority; quarantine or embargo; disease, illness, outbreak or plague or any other cause beyond the Seller's control, whether of the kind enumerated or otherwise.

LIMITATION OF DAMAGES, LIABILITY: IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR LOST PROFITS, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR OTHER SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY CLAIM, LOSS OR DAMAGE WHATSOEVER EXCEED THE PRICE OF THE SPECIFIC GOODS WHICH GAVE RISE TO SUCH CLAIM, LOSS OR DAMAGE.

INDEMNIFICATION. Buyer agrees to protect, defend and indemnify Seller and its officers, directors, employees, agents, subsidiaries, affiliates, successors and assigns ("Seller's Protected Group") from and against any and all causes of action, suits, losses, liabilities, claims, demands, judgments, penalties, fines, proceedings, damages (including consequential and economic), costs and expenses (including actual attorneys' fees), whether based upon contract, tort, statutory violation, strict liability or otherwise, and whether based upon bodily injury, property damage (including intellectual property) or otherwise relating to or arising out of or in any manner connected with: (a) Buyer's breach of this Agreement; (b) any defects in the goods attributable to Buyer's acts or omissions; (c) any recall claim and/or product liability claim attributable to Buyer's acts or omissions; or (d) any other act or omission of Buyer. The foregoing shall be collectively referred to as "Claims". Buyer's duty of indemnity hereunder shall extend to the acts or omissions of Buyer, its officers, directors, employees, agents and representatives which caused, in whole or in part, any such Claims. Buyer shall, at its own expense, if requested by Seller's Protected Group, defend any and all Claims which are the subject of this duty of indemnity, and Buyer shall pay all attorneys' fees, costs and other expenses arising therefrom whether defended by Buyer or Seller. Seller agrees to provide Buyer with prompt notice following receipt of notice by Seller's Protected Group of any Claims. This indemnification provision shall survive the termination of this Agreement.

WAIVER. No delay or failure by either party in exercising any right under this Agreement, nor any partial or single exercise of such right, shall constitute a waiver of that right or any other right.

PRODUCT INFORMATION. All descriptions, specifications, suggestions and data ("Product Information") supplied in connection with this Agreement are believed by Seller to be reliable, but (i) Seller shall incur no liability by reason of inaccuracies or omissions in Product Information and (ii) any Product Information outlined in this Agreement may not be construed as permission to infringe on any patent, nor may such Product Information be regarded as a warranty of non-infringement of any patent.

REMEDIES. Seller's rights and remedies shall be cumulative, and Seller, in its sole discretion, may exercise any and all rights and remedies stated in this Agreement and/or otherwise available at law or in equity.

SEVERABILITY. All of the provisions of this Agreement are separate and severable. If any provision is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement.

CONTRADICTION OF TERMS. Contradictory or conflicting general terms of Buyer, especially general terms and conditions of purchase, shall not be binding upon Seller, even if not explicitly rejected by Seller or if delivery to Buyer has been effected or services have been performed by Seller in knowledge of said contradictory or conflicting terms without expressly opposing their application. Any and all agreements or arrangement, whether oral or written, contrary to or deviating from these terms and conditions shall not be effective without Seller's express written confirmation. This shall also apply to the cancellation of this clause on written form itself.