

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are attached to and made a part of the Quotation dated _____, 202__ prepared by Air Control Products Inc. dba ACP Architectural, an Ohio Corporation ("ACP Architectural") and accepted by the Customer (the "Work Order") relating to the sale of the designated architectural products and provision of certain installation services to be performed by ACP Architectural.

1. INCORPORATION BY REFERENCE. These Terms and Conditions are incorporated into the Work Order by reference. The Work Order and these Terms and Conditions shall hereinafter be referred to collectively as this "Contract." This Contract overrides any terms contained in a purchase order or acknowledgment or other document issued by the Customer in response to the Quotation.

2. THE WORK. The "Work" is the furnishing, installation, demonstration and other services specifically described in the Work Order and includes all labor, materials, products, hardware, tools and equipment necessary properly to complete the Work. The Work does not include, and ACP Architectural shall not be obligated to perform, any work described as "By Others" on the Work Order. In no event shall ACP Architectural be obligated to perform any structural support, drywall, painting, ceiling, soffit work or similar work on the structure of Customer's property unless specifically set forth on the Work Order.

3. CUSTOMER SITE CONDITIONS. It shall be the responsibility of Customer to ensure that the condition of the job site where the architectural products will be installed shall be safe and ready for the commencement of the Work on the scheduled installation date. Customer shall ensure that the area of the installation has the "Minimum Required Pocket Dimensions" referenced on the Work Order. In the event the Work area is not ready for installation or cannot accommodate the Minimum Required Pocket Dimensions, or in the event ACP Architectural encounters any unsafe work conditions, ACP Architectural reserves the right to leave the job site and delay the Work until the job site meets its required specifications and any unsafe conditions are remedied.

4. CHANGES IN THE WORK. ACP Architectural may recommend, and/or Customer may request, additional services, changes to the Work initially ordered, or the purchase by Customer of supplies, components, or hardware not contemplated by the Work Order. In the event of any such changes agreed to by Customer and ACP Architectural, the parties shall amend the Work Order or enter into a new Work Order setting forth the revised Work and fees.

5. FEES; TAXES. Customer agrees to pay the total amount of costs and fees set forth on the Work Order, plus any additional costs or fees subsequently agreed upon by the parties, and applicable taxes, on or before the due date set forth on the Work Order. In the event payment terms are not included on the Work Order, Customer shall pay one-half of the costs and fees upon acceptable of the Work Order and the remaining one-half upon the completion of the Work. Prices do not include sales, excise, use or other taxes now in effect or hereafter levied by reason of this transaction. All such taxes shall be paid by Customer and if the same are paid by ACP Architectural, the amount thereof shall be added to and become a part of the price payable by Customer to ACP Architectural.

6. FORCE MAJEURE. ACP Architectural shall not be liable, directly or indirectly for any delays or failure in performance of the Work where such delay or failure arises or results from or in connection with any of the following: (1) strikes, work stoppages, or other labor troubles or difficulties of any kind; (2) fires, floods,

inclement weather, or other acts of God; (3) riots, war, sabotage or other disturbances of the peace; (4) breakdowns, destruction, or failure of any kind of ACP Architectural's equipment necessary for performance hereunder arising from any cause whatsoever; (5) transportation delays, reductions, shortages, curtailment or cessation of supplies, materials, equipment, facilities, power, labor, transportation or other factors or production; (6) governmental legislation, regulations, rules or orders, or ACP Architectural's voluntary or involuntary participation in any plan of general public interest, either of which adversely affect manufacture or delivery hereunder; (7) quarantine or any other closure related to a pandemic or public health concern; (8) delays of manufacturers or suppliers; (9) any other cause beyond the reasonable control of ACP Architectural, whether or not similar to the causes or occurrences enumerated above. In no event shall ACP Architectural, in the event of any such delays, be liable to the Customer or any third parties for any consequential, special, or contingent damages. In the event of any such delay or failure in performance, ACP Architectural shall have the option of either canceling the Contract or delaying performance hereunder for as long as the circumstances prevail, during which time the Contract shall remain in full force and effect.

7. ERRORS IN INSTALLATION. Any error or omission in the performance of the Work must be called to the attention of ACP Architectural in writing within thirty (30) days after completion of the installation. Customer's sole remedy for any such error or omission in the performance of the Work shall be for ACP Architectural to remedy the error or omission at no cost to Customer. Upon the expiration of said thirty (30) day period, the installation shall be considered accepted by the Customer if Customer does not notify ACP Architectural of any error or omission. In the event the Customer desires ongoing maintenance or similar services related to the equipment installed under the Work Order, the parties shall enter into a separate agreement for such services.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE WORK AND ALL OTHER SERVICES SOLD OR RENDERED BY ACP ARCHITECTURAL ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY BY ACP ARCHITECTURAL WHATSOEVER. ACP ARCHITECTURAL DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACP ARCHITECTURAL OR ITS EMPLOYEES, TECHNICIANS OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ACP ARCHITECTURAL'S OBLIGATIONS IN RESPECT OF THE WORK.

8. PRODUCT WARRANTIES. Any applicable warranties related to the architectural products installed by ACP Architectural as part of the Work shall be set forth in a separate warranty document provided by ACP Architectural to Customer.

9. RISK OF LOSS; TITLE. Possession and risk of loss of each item of equipment installed by ACP Architectural shall pass to the Customer upon delivery of such items to Customer's location. Title of each item of equipment passes to the Customer when it has been accepted pursuant to Section 7 or when it has been paid for in full, whichever is later.

9. LIMITATION OF LIABILITY. ACP ARCHITECTURAL SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE WORK OR THIS CONTRACT, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF FACILITIES; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF ACP ARCHITECTURAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL ACP ARCHITECTURAL'S TOTAL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THE WORK OR THIS CONTRACT THE TOTAL AMOUNT PAID BY CUSTOMER TO ACP ARCHITECTURAL REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.

11. GOVERNING LAW; JURISDICTION. This Contract shall be construed and enforced in accordance with the laws of the State of Ohio. Any action to enforce this Contract or any related transaction or any portion thereof shall be commenced and prosecuted in the Court of Common Pleas of Cuyahoga County, Ohio, or in the United States Federal District Court for the Northern District of Ohio, Eastern Division.

12. MISCELLANEOUS. (a) no modification of the terms of this Contract shall be valid unless in writing and signed by ACP Architectural and Customer; (b) should any of the provisions of this Contract be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining provisions; (c) this Contract, together with the Work Order or any information or documents incorporated herein by reference, shall be deemed to contain the entire agreement between ACP Architectural and Customer in respect of the Work contemplated thereby and to constitute the complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein; (d) this Contract may not be assigned by either party except with the prior written approval of the other party; (e) ACP Architectural's relationship with the Customer shall be that of an independent contractor and nothing in this Contract shall be construed to create a partnership, joint venture, agency or employer-employee relationship between the parties.

Need to discuss:

Payment terms, interest
Insurance

Delivery of products – will they be delivered separately or does ACP deliver when it arrives for the Work?

Prevailing wage rates