

UVC LLC. - TERMS AND CONDITIONS OF SALE

1. **ORDER ACKNOWLEDGMENTS** SHALL ONLY BE BINDING UPON UVC IF GENERATED AND AUTHORIZED BY A REPRESENTATIVE OF UVC AT ITS OFFICES IN MINDEN NEVADA.
2. **UVC OFFERS PRODUCTS** TO THE HVAC INDUSTRY AS THE FACTORY. UVC AGREES TO FURNISH ONLY THE ITEMS AS DESCRIBED IN UVC'S INVOICE. **IT IS THE RESPONSIBILITY OF THE CUSTOMER / CONTRACTOR TO VERIFY AND APPROVE ALL ORDERS, DESIGNS, SPECIFICATIONS, ETC. FOR ACCURACY AND FITNESS OF PRODUCTS SUPPLIED BY UVC. THE FINAL DESIGN IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR OR END USER. UVC LLC IS THE FACTORY AND CAN ONLY RECOMMEND GENERAL INSTALLATION PRACTICES. THE FINAL DESIGN AND INSTALLATION IS THE SOLE RESPONSIBILITY OF THE LICENSED CONTRACTOR AND OR CUSTOMER.**
3. **ALL PRODUCTS MUST HAVE PROPER SAFETY WARNINGS AND USE PROPER SAFETY EQUIPMENT IF NEEDED, ALSO PROVIDE**
4. **PRICES QUOTED** ARE FIRM FOR SIXTY (30) DAYS FROM THE QUOTATION DATE, UNLESS OTHERWISE STATED, AND SHIPMENT BY UVC WITHIN THE ACKNOWLEDGED SHIPPING DATE WHICH SHALL NOT EXCEED THREE (4) MONTHS FROM THE DATE OF PURCHASER'S OFFER TO PURCHASE. IF PURCHASER DOES NOT MEET THE TERMS AND CONDITIONS, THE PRICES ARE SUBJECT TO CHANGE TO THOSE PRICES IN EFFECT AT TIME OF SHIPMENT WITHOUT NOTICE TO PURCHASER. MINOR REVISIONS OF THE PRODUCT MAY OCCUR WITHOUT NOTICE. REVISIONS WILL NOT CHANGE THE FITNESS OR FUNCTION OF THE PRODUCT.
5. **ALL ITEMS ARE F.O.B. UVC'S FACTORY.** SHIPPING AND HANDLING ARE EXTRA. PURCHASER MUST INSPECT THE GOODS UPON ARRIVAL AND REPORT ANY PROBLEMS OR DAMAGE IN WRITING TO THE SHIPPER AND UVC'S OFFICE IN MINDEN N.V. WITHIN (24) (TWENTY FOUR) HOURS.
6. IF GOODS ARE RELEASED FOR PRODUCTION BUT UVC IS PREVENTED BY THE PURCHASER FROM SHIPPING, OR BY THE ACKNOWLEDGED SHIPPING DATE, WHICHEVER IS LATER, UVC MAY AT IT'S OPTION, IN ADDITION TO ALL OTHER REMEDIES, INVOICE THE PURCHASER TO BE PAYABLE WITHIN FIVE (5) DAYS AND STORED, AT PURCHASER'S SOLE EXPENSE.
7. TITLE TO, AND RISK OF LOSS AND DAMAGE TO THE GOODS, PASSES TO THE PURCHASER AT UVC'S SHIPPING POINT IN MINDEN NV.
8. (a.) UVC WARRANTS FOR A PERIOD OF (12) MONTHS FROM THE DATE OF SHIPMENT (EXCEPT LAMPS) UNLESS OTHERWISE STATED, THAT THE GOODS SOLD SHALL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP, EXCEPT UVC MAKES NO GUARANTEE AGAINST CORROSION OR ABRASION OF ANY GOODS AND MAKES NO GUARANTEE WHATSOEVER FOR DAMAGES IN ANY WAY RELATING TO WATER DAMAGE, MISUSE, MODIFICATION OF ANY KIND, MOLD, FUNGUS OR BACTERIA, OR ANY GOODS MANUFACTURED OR SUPPLIED BY OTHERS. UVC MAKES NO OTHER EXPRESS WARRANTIES, AND NO AFFIRMATION BY UVC OR ITS REPRESENTATIVES, BY WORD OR ACTION, SHALL CONSTITUTE A WARRANTY. UVC MAKES NO GUARANTEE OF FITNESS OF ANY COMPONENT SUPPLIED UNLESS IN A COMPLETE SYSTEM SUPPLIED BY UVC.

(b.) **UVC MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.**

(c.) IN THE EVENT OF A BREACH OF THE ABOVE WARRANTY OR NEGLIGENCE ON THE PART OF UVC OR ITS AGENTS, UVC SHALL ONLY BE OBLIGATED TO EITHER REPAIR OR REPLACE THE COMPONENT, AT UVC'S OPTION, THE UVC SUPPLIED PART, AND THE AFORESAID OBLIGATION OF UVC TO REPAIR OR REPLACE THE PART SUPPLIED IS THE PURCHASER'S EXCLUSIVE REMEDY. UVC IS NOT RESPONSIBLE FOR LOSS OF PROFITS, EXPENSES, DAMAGES, ETC. FOR BREACH OF WARRANTY, OR FOR NEGLIGENCE ON THE PART OF UVC.

(d.) ALL PARTS SHALL BE RETURNED TO UVC'S FACTORY, OR OTHER AUTHORIZED SERVICE STATION DESIGNATED BY UVC, FREIGHT PAID BY CUSTOMER. IF UVC DETERMINES THE PART TO BE DEFECTIVE AND WITHIN UVC'S WARRANTY, UVC SHALL, WHEN SUCH PART HAS BEEN EITHER REPLACED OR REPAIRED, RETURN TO PURCHASER, F.O.B. UVC'S FACTORY IN CARSON CITY NEVADA

(e.) THIS WARRANTY SHALL BE VOID FOR ANY GOODS WHICH (1) HAVE BEEN REPAIRED OR ALTERED OUTSIDE UVC'S FACTORY IN ANY MANNER; OR (2) HAVE BEEN SUBJECT TO MISUSE, NEGLIGENCE OR ACCIDENTS; OR (3) HAS BEEN OPERATED IN A MANNER CONTRARY TO UVC'S PRINTED INSTRUCTIONS; OR (4) HAVE NOT BEEN PAID FOR IN FULL OR PAYMENT TERMS GRANTED BY UVC.

FEES ALL SALES, USE, EXCISE, TRANSPORTATION, PRIVILEGE, OCCUPATIONAL CONSUMPTION, STORAGE, OR OTHER TAXES WHICH MAY BE LEVIED BY ANY TAXING AUTHORITY AS A RESULT OF THIS TRANSACTION SHALL BE PAID BY THE PURCHASER.
9. UNLESS OTHERWISE AGREED TO IN WRITING BY UVC, ANY TECHNICAL DATA, FURNISHED IN CONJUNCTION WITH THIS ORDER AND NOT OBTAINABLE FROM ANOTHER SOURCE SHALL NOT BE DUPLICATED, USED, OR DISCLOSED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS ORDER.
10. **HOLD HARMLESS** UVC SHALL NOT, IN ANY MANNER WHATSOEVER, BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AND INSTALLER INDEMNIFIES AND HOLDS HARMLESS UVC AND ITS AGENTS AGAINST ANY AND ALL CLAIMS AND COSTS INCURRED DUE TO CLAIMS AGAINST UVC ITS PRODUCTS, PERFORMANCE OF ITS PRODUCTS, INCLUDING KILL RATES AND FITNES
11. **UVC SHALL HAVE NO LIABILITY** OR OTHER OBLIGATION HEREUNDER, IF IT'S PERFORMANCE IS DELAYED OR PREVENTED TO ANY EXTENT BY ANY EVENT. SUCH AS, BUT NOT LIMITED TO, ANY ACT OF GOD, STRIKE OR WORK STOPPAGE, FIRE, FLOOD, ACCIDENT, ALLOCATION, OR OTHER CONTROLS OF GOVERNMENT AUTHORITIES, ALSO, PARTS SHORTAGE, TRANSPORTATION DELAYS, MATERIALS DELAYS, LABOR, OR ANY OTHER CAUSE BEYOND UVC'S CONTROL. SHIPPING DATES STATED BY UVC IS UVC'S BEST ESTIMATE, UVC MAKES NO GUARANTEE OF SHIPMENT BY ANY SUCH DATE AND SHALL HAVE NO LIABILITY OR OTHER OBLIGATION FOR FAILURE TO SHIP ON SUCH DATE, REGARDLESS OF CAUSE.
12. **PAYMENT TERMS** ARE PRE-PAY FOR ALL CUSTOMERS. CREDIT TERMS MAY BE EXTENDED, AND MUST BE APPROVED IN WRITING BY UVC. ONE AND ONE-HALF PERCENT (1 1/2%) PER MONTH (18% ANNUAL RATE) MAY BE CHARGED ON PAST DUE ACCOUNTS WHERE PERMITTED BY APPLICABLE LAW. IN THE EVENT ACCOUNT MUST BE PLACED FOR COLLECTION, PURCHASER SHALL BE RESPONSIBLE FOR ALL COSTS AND ATTORNEYS FEES AND COSTS INCURRED BY UVC IN SECURING PAYMENT.
13. **PURCHASER SHALL NOT CANCEL** THE CONTRACT. IN THE EVENT PURCHASER CANCELS THE CONTRACT, UVC SHALL BE ENTITLED TO RECEIVE FROM PURCHASER, UVC'S COST PLUS A REASONABLE ALLOWANCE FOR OVERHEAD AND PROFIT.
14. **PURCHASER SHALL NOT ASSIGN** ANY OF ITS INTEREST RIGHTS UNDER THIS AGREEMENT WITHOUT WRITTEN CONSENT OF UVC.
15. **UVC WILL NOT FURNISH** LIEN WAIVERS OR RELEASES UNTIL UVC RECEIVES PAYMENT IN FULL, AT ITS OFFICE IN MINDEN NEVADA, FROM PURCHASER FOR THE GOODS COVERED BY THIS ORDER.
16. ALL ORDERS ARE EXPRESSLY LIMITED AND MADE CONDITIONAL UPON ACCEPTANCE BY PURCHASER OF THE TERMS AND CONDITIONS LISTED ABOVE WITHOUT CHANGE. THIS AGREEMENT WILL AUTOMATICALLY APPLY TO ALL ORDERS PLACED IN THE FUTURE WITH UVC. THERE SHALL BE NO UNDERSTANDINGS, AGREEMENTS, OR OBLIGATIONS (OUTSIDE OF THESE TERMS AND CONDITIONS) ALL ORDERS, PARTS, REPLACEMENT PARTS, MIS SALES, INTERNET SALES, WRITTEN, VERBAL OR OTHER, WILL BE SUBJECT TO THE ABOVE TERMS. THESE TERMS WILL BE DEEMED ACCEPTED BY CUSTOMER UPON THE FIRST ORDER AND ALL TRANSACTIONS IN THE FUTURE.