



Standard Terms and Conditions

GENERAL. Acceptance of this Order is expressly conditioned upon Buyer's assent to these Cool Corporate Services Inc (COOLCORP) Terms & Conditions of Sale (TC) as set forth herein. The Order and the following TC shall constitute the entire agreement between COOLCORP and Buyer, notwithstanding the terms and conditions of any purchase order of the Buyer. Any changes to this Order or to the TC shall be agreed to in writing by COOLCORP and Buyer. **DELIVERY.** All equipment manufactured, assembled, or warehoused in the continental United States is delivered F.O.B. shipping point. Where the scheduled delivery of equipment is delayed by Buyer, COOLCORP may deliver the equipment by moving it to storage for the account of and at the risk of Buyer. Shipping dates are based upon prompt receipt of all necessary information and approvals from Buyer. All delivery dates are approximate. Claims for shortages or other errors in delivery must be made in writing to COOLCORP within ten days of delivery. Buyer will be responsible for providing clear access to the delivery site for COOLCORP or its carriers to unload and set the equipment in place. Buyer shall be responsible for additional permitting costs if shipment is delayed or rescheduled by the Buyer. Set in Place fees are included in this Order. Delivery site conditions may require additional charges for which COOLCORP, after consulting with Buyer, may require a Change Order to be executed prior to shipment and unloading.

PAYMENT - TITLE. Except as set forth in this order or otherwise agreed to by COOLCORP in writing, payment in full is required before equipment will be shipped or released. If Buyer delays delivery, payment shall become due on the date COOLCORP is prepared to ship. If payments are not made, Buyer shall pay a late charge equal to 1 ½% per month (18% per annum) on all such overdue amounts. Buyer shall pay attorney fees and court costs incurred by COOLCORP in collection of overdue payments. Title to the equipment sold shall remain with COOLCORP until full payment is received.

FORCE MAJEURE. COOLCORP shall not be liable for loss, damage, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strikes, floods, tornados, earthquakes, hurricanes, war, terrorism, sabotage, labor difficulties, acts or omissions of any governmental authority, compliance with import or export tariffs or regulations, insurrection, riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or from delays in the performance of its suppliers due to any of the foregoing causes. In the event of delay due to any such cause, the time for performance will be extended by a period of time equal to the time lost by reason of such delay and other affected contract provisions shall be equitably adjusted.

EQUIPMENT WARRANTY. The foregoing warranties apply only to the original equipment Buyer and Buyer's Customer. COOLCORP warrants the equipment's materials and labor for a period of one (1) year from the date of delivery to the Buyer's Customer to be free of defects and workmanship for the internal foam insulation, the structure, the roof/floor, the door, the interior/exterior surfaces, the frame, the lighting, the refrigeration system (including motors, compressors, condensers, evaporators, controls, valves, copper, and insulation). This warranty is in lieu of all other warranties.



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expressed or implied and does not apply to equipment damage, malfunctions attributed to normal wear and tear, accidents, improper installation, abuse, misuse, flood, fire, war, nuclear contamination, improper and/or unauthorized repairs, negligence, or any casualty unforeseen other than an operating defect or failure within the warranty period. In the event the Buyer is renting the equipment or the Buyer's Customer is renting the equipment, the warranty outlined herein shall be 90 days for material and labor. In no event, shall the warranty exceed 12 months from the date of delivery to the Buyer. COOLCORP's obligation herein shall be limited to the current COOLCORP cost to repair or replace any item. In no event shall COOLCORP be liable for any direct, indirect, or consequential damages for loss due to the defects warranted herein including, but not limited to, the loss of contents stored within the unit, lost profits, or revenues. This warranty is non-assignable. This warranty does not cover any products installed outside of North America. All warranty service claims made must be made in accordance Manufacturer's Warranty Work Policies.

LIMITATIONS OF LIABILITY. In no event shall COOLCORP or its suppliers be liable, whether arising underperformance of this contract, breach of this contract, or otherwise, for loss of anticipated profits, loss by reason of service interruptions, product loss, cost of money, loss of use of capital or revenue, or for any special, incidental, or consequential loss or damage. COOLCORP's liability on any claim of any kind, including negligence or strict liability, for any loss or damage arising out of, or resulting from this contract, or from its performance or breach, or from the manufacture, sale, delivery, resale, installation, startup or inspection, repair, operation, or use of any equipment covered by or furnished under this contract shall in no case exceed the purchase price allocable to the equipment, part, or service which gives rise to the claim. In no event, regardless of cause, shall COOLCORP assume responsibility for or be liable for penalties or penalty clauses of any kind or for indemnification of customer or others for costs, damages, or expenses each arising out of or related to the goods or services of this order.

TAXES. The Unit Price does not include any federal, state, or local property, sales, use, excise, gross receipts, franchise, or other like taxes which may now or hereafter be applicable to the Buyer for this sale. COOLCORP has estimated the sales taxes for this transaction on the Order and is required by law to collect these taxes, if applicable unless the Buyer supplies COOLCORP with an exemption certificate. Buyer agrees to pay or reimburse any such taxes which COOLCORP or its suppliers are required to pay or collect in the event the estimated sales tax is deficient.

PROPRIETARY INFORMATION - CONFIDENTIALITY. Any specifications, design, drawings, plans, notes, technical data, or other information of COOLCORP submitted to the Buyer remain the exclusive property of COOLCORP and may not, without its consent, be copied or communicated to a third party.

CANCELLATION. Any order or contract may be terminated by Buyer only upon written notice and payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract incurred up to the later of the date of the notice or COOLCORP's receipt of the notice of termination and all charges incurred by COOLCORP in respect to the



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termination, plus 10% of the final net selling price. PARTIAL INVALIDITY. If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or portion thereof, but these Conditions of Sale shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained herein. CHOICE OF LAW. The laws of British Columbia and the State of Washington shall govern this agreement.

INVENTIONS, PATENTS, TRADEMARKS, COPYRIGHTS. COOLCORP warrants that the equipment purchased hereunder shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided however that where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer. All right, title, and interest in any inventions, developments, improvements, or modifications of or for equipment or services furnished to the Buyer shall remain with COOLCORP unless otherwise agreed to in writing between the parties.