TERMS AND CONDITIONS OF SALE

ORDERS: All orders must be submitted in writing or electronically and include the TRANS/AIR model or part number. TRANS/AIR is not responsible for incorrect shipments unless it receives a written or electronic order specifying the model or part number. TRANS/AIR is not responsible for electronic orders that are quarantined or otherwise are not delivered.

ACCEPTANCE OF ORDERS: All orders are subject to acceptance by TRANS/AIR at TRANS/AIR's home office in Dallas, Pennsylvania. Acceptance of orders is at TRANS/AIR's sole and absolute discretion. Acceptance of an order and shipment of an accepted order will be contingent, among other things, upon TRANS/AIR's satisfaction with purchaser's financial condition and credit. The availability and terms of credit to be extended to a purchaser shall be within TRANS/AIR's sole discretion subject to applicable provisions of law. Whenever in TRANS/AIR's sole judgment purchaser's financial condition or credit is not satisfactory, TRANS/AIR may decline acceptance or withhold shipment of an order or alter, suspend or change credit terms and require satisfactory security to cover all amounts then due or that may become due from the purchaser.

DELIVERIES: TRANS/AIR always tries to ship by the projected shipping date; however, because of many factors beyond its reasonable control, projected shipment dates are estimates only. No contract will be deemed to exist to ship by a specified date unless TRANS/AIR agrees in writing, signed by an authorized officer of TRANS/AIR, to ship by a specified date. All shipments will be F.O.B. factory or warehouse at the named shipping point, with title passing to the purchaser upon delivery to the carrier by TRANS/AIR.

SPECIAL ENGINE MOUNTINGS: TRANS/AIR's installation of single or dual compressor mountings is based on specific engines and information received from the vehicle manufacturer. TRANS/AIR is not responsible for rework or extra charges resulting from vehicle manufacturer changes. Kits that do not fit may be returned for credit only if permission to return is obtained from TRANS/AIR, at TRANS/AIR's sole discretion.

PRICES: Published prices are subject to change without notice at any time prior to acceptance of your order, except when a written quotation has been given and the order is placed within the time required in the quotation. All prices are in U.S. dollars, and all prices are F.O.B. point of shipment. TRANS/AIR's price does not include other charges, such as transportation charges, insurance charges, import or export duties, consular fees, or any present or future sales, use, excise, occupation or other taxes which may be imposed, all of which must be paid by the purchaser. Shipments will not be insured unless specifically requested on the purchase order and the purchaser pays for the insurance.

SHORTAGES: Any shortage in shipment or invoicing correction must be reported in writing to TRANS/AIR within five (5) days after receipt of shipment.

DAMAGED GOODS: Any damaged goods must be reported in writing to TRANS/AIR within five (5) days after receipt of shipment.

RETURN OF PRODUCTS: Permission must be obtained from TRANS/AIR before any products are returned. If return of a product is made necessary through any fault of TRANS/AIR, and permission is granted for its return, TRANS/AIR will give full credit, including all transportation charges. If the return is not due to the fault of TRANS/AIR, but permission for return is granted, credit less a service charge of no less than 25% of the purchase price will be issued when the product is returned, transportation prepaid, counted, inspected and found by TRANS/AIR to be in salable condition.

PRODUCT RETURN GUIDELINES: TRANS/AIR accepts the return of products with "Top Level" part numbers only. That is, it does not accept the return of components of an ordered product unless the component was defective due to the fault of TRANS/AIR and the return of the component otherwise meets TRANS/AIR's conditions set forth herein for the return of products. TRANS/AIR does not accept the return of the following: (1) products which have been specially manufactured for the purchaser; (2) noncurrent products; or (3) products delivered to the purchaser more than one year before the date of return.

PAYMENT: Terms of payment are cash on delivery unless previous credit arrangements have been made. Maximum credit terms are Net 30 Days. TRANS/AIR reserves the right to add to an account outstanding for more than thirty (30) days a monthly service charge of 1-1/2% of the total amount due at the end of each month, or the maximum allowable legal interest rate, if a lesser amount.

CANCELLATION: Orders canceled may be subject to charge for expenses incurred by TRANS/AIR in procurement and stocking of parts to make the required shipment.

SPECIAL ORDERS: Systems requiring special parts, engineering, etc., will require a deposit of 50% of the price of the order. Should an order be canceled, the deposit will be forfeited, and a cancellation fee will be charged for additional incurred costs.

WARRANTY TERMS: EXCEPT AS SPECIFICALLY SET FORTH IN TRANS/AIR'S STANDARD LIMITED WARRANTY FROM TIME TO TIME IN EFFECT, TRANS/AIR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES AND OBLIGATIONS OF TRANS/AIR FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT, EVEN IF TRANS/AIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRANS/AIR'S ENTIRE LIABILITY FOR ANY CLAIM OR MATTER WHATSOEVER, REGARDLESS OF FORM, SHALL BE LIMITED TO REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT OR THE REFUND OF ITS PURCHASE PRICE, AT TRANS/AIR'S OPTION AND DISCRETION. IN NO EVENT SHALL TRANS/AIR BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR ANY OTHER DAMAGES WHATSOEVER ARISING FROM THE CONDITION, USE OR PERFORMANCE OF PRODUCTS OR OTHERWISE.

TECHNICAL OR OTHER ASSISTANCE: Any information or assistance which may be given to purchaser is based on TRANS/AIR's experience and judgment, but no warranty, expressed or implied, is made as to the information or assistance.

GOVERNING LAW: These Terms and Conditions of Sale and all sales shall be governed and construed according to the laws of the State of Pennsylvania, without regard to its principles of conflicts of law. Purchaser submits to the jurisdiction of the courts of the State of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania, and agrees that all actions or proceedings between TRANS/AIR and purchaser shall be heard and determined in a state or federal court in Pennsylvania. A ruling by any court that one or more of the provisions contained in these Terms and Conditions of Sale is invalid, illegal or unenforceable in any respect shall not affect any other provision of these Terms and Conditions of Sale. Thereafter, these Terms and Conditions of Sale shall be construed as if the invalid, illegal or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling.

NO WAIVER: No waiver, alteration or modification of these Terms and Conditions of Sale shall be valid unless made in writing and signed by an authorized officer of TRANS/AIR.

COLLECTION EXPENSE: TRANS/AIR shall be entitled to recover its collection costs, including the reasonable fees of counsel, if it turns purchaser's account over to an attorney or collection agency for collection.

NO JURY TRIAL: NEITHER TRANS/AIR NOR PURCHASER WILL ELECT, AND EACH OF THEM HEREBY WAIVES ITS RIGHT TO, A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM IN ANY MANNER RELATING TO OR ARISING OUT OF THESE TERMS AND CONDITIONS, THE PRODUCTS SOLD TO PURCHASER OR ANY SALE BY TRANS/AIR TO PURCHASER.

QUOTATION CONDITIONS: QUOTE GOOD FOR 90 DAYS! Prices and terms on a quotation are not subject to verbal changes. They must be approved in writing by TRANS/AIR, at its discretion. Prices are based on costs and conditions existing at the time of the quotation and are subject to change by TRANS/AIR before final acceptance. Typographical errors are subject to correction.

FORCE MAJEURE: If TRANS/AIR is delayed by force majeure in the performance of any of its obligations, then the performance of the obligation shall be excused until the cause of the delay ceases. The term "force majeure" means any cause of delay, other than financial incapacity, beyond the reasonable control of TRANS/AIR. Force majeure includes, without limitation, strikes, lockouts, riots, sabotage, acts of war or piracy; destruction of essential equipment by fire, explosion, storm, flood or earthquake; and delay caused by failure of power supplies or transport facilities.

CUSTOMS CLEARANCES: Purchaser is responsible for obtaining clearance of all items through customs in the country to which they are to be shipped.

INCONSISTENT DOCUMENTATION: The terms of these Terms and Conditions supersede any inconsistent terms of purchaser's purchase order or any other documents or instruments submitted or tendered by purchaser unless TRANS/AIR has specifically consented in writing or electronically (referencing the inconsistent term) to the inconsistent term.