

RoboVent Terms and Conditions

Warranty. RoboVent Solutions Group, Inc. (hereinafter “RoboVent”) warrants to the original purchaser (hereinafter “Client”) that the cabinet of the RoboVent equipment will be free from defects in materials and workmanship for fifteen (15) years from the date of shipment. The blower, motor, valves, electrical wiring and controls, lights, fans, variable frequency drives, fire suppression systems, air conditioning systems (RoboVent ICE) and all other moving components will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment (the “1 Year Standard Warranty”). With the ongoing purchase of RoboVent Endurex brand filters and use in accordance with RoboVent instructions, RoboVent warrants that all standard components of RoboVent brand products manufactured by RoboVent, including the blower, motor, valves, and standard electrical wiring and controls, will be free from defects in materials and workmanship for a period of five (5) years from the date of shipment (the “5 Year Extended Warranty”). All equipment that is not the RoboVent brand (RoboVent brand products have a RoboVent serial number tag) that are provided by RoboVent, are covered under the original equipment manufacturer’s warranty (this includes, but is not limited to, air conditioning condensers, make-up air equipment and exhaust fans). RoboVent does not warrant (and hereby disclaims any warranty for) normal wear-and-tear items such as fuses, light bulbs, filters, gaskets and other perishable items, and such products are sold on an as-is, where-is basis. The warranties provided herein by RoboVent (the “Warranties”) apply only to items that are properly installed, maintained, and operated under normal conditions and in accordance with the Owner’s Manual, including, without limitation, Client’s proper removal and disposal of all dust. RoboVent does not provide any warranty for damages due to unauthorized product modification or use not in accordance with the Owner’s Manual. Furthermore, the Warranties are only provided for products and/or services for which RoboVent has received full payment from Client. The Warranties are the sole, exclusive and only warranties offered by RoboVent. There are no other warranties of any kind whether express or implied. RoboVent hereby expressly disclaims any warranties of merchantability and fitness of a particular purpose. [After RoboVent has been given adequate opportunity to remedy any defects in material or workmanship,] RoboVent, at its sole discretion, may either (i) replace the goods, with freight for such replacement goods paid by Client, or (ii) refund Client the purchase price for the goods, in each case only after Client returns the goods to RoboVent and only if RoboVent, in its sole discretion, finds such goods to be defective in workmanship under the Warranties. RoboVent’s maximum total liability is limited to, and only to, such replacement of goods or refund. RoboVent is not responsible for any damages from the result of a fire. Though fires are rare, and RoboVent’s engineered system design along with proper PM service with our skilled technicians will mitigate risk, fires can still occur. All costs associated with a fire are solely the customers responsibility. RoboVent is not, in any way, liable for employee health or other safety concerns. Failure to use original RoboVent manufactured replacement parts and filters voids the Warranties.

Acceptance of Work. In order for Client to qualify for the Warranties on a particular project (the “Work”), Client must have signed off on the Work upon completion. Failure to sign off on the Work shall not relieve Client from paying for the Work but shall void the Warranties.

Standard of Care. The standard of care for all services performed or furnished by RoboVent under this agreement and/or in connection with the Work will be the care and skill ordinarily used in professions similar to RoboVent’s under similar circumstances at the same time and in the same locality.

Confidential Information. All information and documents including, but not limited to, drawings, specifications, data, technical information, computer files, electronic files, records, files, information, materials, papers, models and mock-ups prepared by RoboVent and its employees, consultants, agents

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and representatives are [Instruments of Service] and are for use solely with respect to a specific [Project] or site. All processes including, but not limited to, techniques, proprietary processes, management and economic policies, financial data, know-how, customer lists, computer software, intellectual property, inventions, copyrights, trademarks, patents rights and developments or other rights of any nature used by RoboVent are Instruments of Services and Means and Methods of Providing Services. These information, documents and processes including, without limitation, the Instruments of Services and Means and Methods of Providing Services (collectively, “Confidential Information”) have been developed through the expenditure of substantial time, effort and money and are valuable and necessary assets that RoboVent’s wishes to retain in confidence and withhold from publication and from availability to others. [RoboVent may expend time and expenses on [Program Development] to establish and develop Client’s program or project.]

Ownership and Nondisclosure. Client agrees that all Instruments of Services and Means and Methods of Providing Services and Confidential Information are the sole and exclusive property of RoboVent. All copies of Instruments of Services and Confidential Information in Client’s possession shall be returned to RoboVent upon termination of this agreement or at any earlier time upon RoboVent’s request. RoboVent maintains records and information for its sole benefit and does not store the same for more than one (1) year after completion of the project. Except as required by law, Client agrees to hold in confidence and to not copy, publish, in any way make public, modify or share with anyone else any Instruments of Services and Means and Methods of Providing Services or any Confidential Information without the express written consent of an authorized representative of RoboVent. Should RoboVent elect to provide Client with access to RoboVent’s computer systems or network in connection with this agreement, Client agrees that, upon termination of this agreement, Client shall immediately cease any further use of such system or network and return to RoboVent any information related to such system or network. Further, Client agrees to abide by all of RoboVent’s policies and procedures applicable to such use and access. Client shall include the confidentiality provisions set forth in this paragraph in all subcontracts in which it enters so that RoboVent shall have the same rights herein set forth with respect to each subcontractor. The provisions contained in this paragraph shall survive termination or expiration of this agreement. Confidential Information does not include any information that (a) was publicly known and made generally available in the public domain prior to the time RoboVent disclosed the information to Client; (b) became publicly known and made generally available, after disclosure to Client by RoboVent, through no wrongful action or inaction of Client or others who were under confidentiality obligations; or (c) was in Client’s possession, without confidentiality restrictions, at the time of disclosure by RoboVent, as shown by Client’s files and records. Notwithstanding anything herein to the contrary, under the federal Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing a trade secret under seal and does not disclose the trade secret except pursuant to court order. Nothing herein is intended, or should be construed, to affect the immunities created by the Defend Trade Secrets Act of 2016. RoboVent reserves the right to use, duplicate and depict Client’s Projects, including Client’s logos for promotional and/or marketing purposes. All Instruments of Services and Means and Methods of Providing Services and Confidential Information shall remain the sole property of RoboVent.

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Limitation of Liability. It is expressly agreed that the Client's maximum recovery against RoboVent relating to the products or services provided hereunder or under this agreement, whether in contract, tort or otherwise, is solely limited to the amount paid to RoboVent by Client under this agreement, and Client agrees that such amount is Client's sole and exclusive remedy for any claims against RoboVent arising under or in connection with this agreement. Under no circumstance shall RoboVent be liable for Client's loss of profit/revenue, delay damages, or any direct or indirect special, incidental, consequential or punitive losses or damages of any nature arising at any time or from any cause whatsoever even if Client is informed of the possibility of such damages or such damages are foreseeable. RoboVent shall have no liability, and the Warranties provided hereunder shall be void unless RoboVent is allowed to fully supervise, participate in and complete the project and the Client has fully paid RoboVent for the project. RoboVent makes no guaranties of (and hereby disclaims) obtaining any approval, permit, consent or similar authorization from any governmental authority, public agency or similar regulatory body. Client represents and warrants that it shall at all times comply with all federal, state and local laws, ordinances, regulations and orders that are applicable to the operation of its business, the equipment and this agreement. Without limiting the generality of the foregoing, Client shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses and permits necessary to conduct its business, including, without limitation, all such items required for the testing, removal and disposal of dust and other particulate matter.

Dispute Resolution. Client agrees that any lawsuit related to or arising out of this contract shall be brought in the state or federal courts sitting in Oakland County, Michigan, which courts shall be the sole and exclusive venue for such lawsuit by Client against RoboVent. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AND ROBOVENT EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS CONTRACT, INCLUDING BREACH OF CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS CONTRACT. EACH PARTY HERETO HAS REVIEWED THIS WAIVER AND HAS BEEN GIVEN THE OPPORTUNITY TO SHARE IT WITH COUNSEL OF ITS CHOOSING. To the fullest extent permitted by applicable law, Client and RoboVent each agree and understand that any legal action related to or arising out of this contract must be instituted within one (1) year of the date any claim or cause of action arises, and that any action filed after one (1) year from such date shall be time barred as a matter of law. This contract shall be governed by the internal laws of the State of Michigan, without reference to Michigan's conflicts of law rules.

Ethical Code of Conduct and Procurement Philosophy. It is the understanding of RoboVent that procurement will be made to the best advantage in the open market without favoritism. Best advantage shall be defined as the most favorable offer available in the competitive market considering process, quality, performance and payment terms. All employees of RoboVent involved in the project are obliged under RoboVent's "Code of Conduct" to perform business in an ethical manner, thus prohibiting them from accepting any privileges, in fact or appearance, which might compromise their ability to execute a bona fide business transaction. Further, the Code of Conduct prohibits RoboVent's employees from seeking any improper advantage through contribution of funds, equipment or facilities, or the provision of other gifts or benefits to public officials or political organizations. To wit, no illegal or improper payment is to be made to any person or entity. By execution of this agreement, Client acknowledges and agrees, to the extent applicable, to abide by RoboVent's Code of Conduct and the procurement philosophy noted herein. Additionally, Client agrees to fully cooperate with RoboVent in developing only ethical business relationships in accordance with the Code of Conduct. Should Client

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become aware of any business activity in potential violation of the Code of Conduct, Client will promptly communicate such information to the President of RoboVent.

Access to Property and Information. Client hereby authorizes and grants permission and a license to RoboVent and its employees, agents and subcontractors to continually access the [Property] for the purpose of providing the services and goods under this agreement. Such access shall be exercised in a manner which shall not unreasonably interfere with Client's use of the Property. [After completion of its work, RoboVent shall restore any disruptions of the physical elements of the Property caused by its actions.] Client hereby represents and warrants to RoboVent that Client has the right to grant such access to the Property to RoboVent. With respect to any materials (including, but not limited to, drawings, sketches or renderings) given to RoboVent by Client or its employees or agents for use in connection with the Work to be performed by RoboVent, Client hereby represents and warrants to RoboVent that Client has all rights in such materials and has the right to grant to, and hereby does grant to, RoboVent the right to use, reproduce, distribute copies, display or modify such materials, or prepare derivative works based on such materials.

Indemnity. [Client will indemnify RoboVent and its subsidiaries, affiliates, shareholders, directors, officers, employees, subcontractors, agents, successors, assigns and distributors for any losses, damages liabilities, penalties, costs, taxes or expenses (including, without limitation, attorneys' fees) arising out of or resulting from any suits, claims or disputes related to infringement of copyrights, patents, trademarks or trade dress, unfair competition or theft of trade secrets in connection with materials furnished by Client to RoboVent.] The provisions of this paragraph shall survive termination or expiration of this agreement.

Nondisclosure. Client shall not disclose the existence of these terms and conditions, or this agreement, and further agrees not to communicate, divulge or otherwise make available to any third party other than Client's financial advisors, accountants or attorneys any Confidential Information, including, but not limited to, the contents of these terms and conditions or any other information related to RoboVent without first obtaining prior written consent from an authorized representative of RoboVent. In the event the Client breaches this nondisclosure covenant or any other Confidential Information obligation herein, RoboVent shall have the right, at its sole discretion, to immediately pursue all of RoboVent's legal remedies against Client. Client shall not, directly or indirectly, solicit (other than through general advertisements not directed at the employees of RoboVent) for employment or hire any of RoboVent's employees during the term of this agreement and for a period of two (2) years thereafter. [If Client violates this clause of the agreement, Client agrees to pay a minimum of \$120,000 in penalties per employee hired from RoboVent, or actual damages, whichever is higher.] This provisions of this paragraph shall survive termination or expiration of this agreement.

Changes or Additions. Unless otherwise specified, any changes to any of the drawings, specifications, schedule or scope of the Project or services requested by Client or required for approval will be treated as an extra service or product, and are subject to an additional fee. In some instances, certain drawings as listed in the proposal may not be required or appropriate for the Project. In these instances, there shall be no deduction in the fee payable by Client. All modifications or change orders must be agreed to RoboVent in writing and may be subject to additional fees.

Termination or Suspension. Either Client or RoboVent may terminate this agreement with or without cause upon giving the other party thirty (30) days' prior written notice. If Client fails to make timely

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payments to RoboVent in accordance with this agreement, such failure shall be considered substantial nonperformance and shall allow RoboVent, at its election, and upon seven (7) days' prior written notice to Client, to either immediately terminate this agreement or suspend performance of services. In the event of termination, Client shall pay RoboVent through date of termination for all services rendered as established by current [Time and Material Billing Rates] for actual time expended, all costs incurred in accordance with current [Reimbursable Expense Schedule], and all [Program Development Costs]. In the event of termination RoboVent shall provide a [Final Invoice] to the Client who shall make payment to RoboVent within fourteen (14) days of receipt of same. In the event of suspension of services, RoboVent shall have no liability for any delays, damages, losses, costs, expenses penalties caused to, or incurred by, Client due or related to such suspension of services. Before resuming services, Client shall pay RoboVent all sums due which were due to RoboVent prior to suspension including, without limitation, all Program Development Costs and any expenses incurred in the interruption and resumption of RoboVent's services. Time schedules, Project timelines and RoboVent's fees for the remaining services shall be equitably adjusted by RoboVent in its sole discretion.

Additional Provisions. 1. [Payments on account of services rendered and for [Reimbursable Expenses] incurred shall be made monthly upon presentation of RoboVent's statement of services. No deductions or offsets shall be made from such payments. Any invoice unpaid more than thirty (30) days after the invoice date shall bear interest at the rate of 1.5% per month (18% annually) or the highest legal limit allowed until paid in full. Any payment made more than seven (7) days after the invoice due date shall be subject to a late payment fee of 5% of the invoice amount. Invoices are due upon mailing. Credits on an account expire after one hundred eighty (180) Days.] 2. Client shall pay all of RoboVent's expenses related to the services that are the subject of this agreement (e.g., permits, travel, meals, lodging, reproductions and the like). 3. In the event Client returns products/services in accordance with this agreement, Client will be charged a restocking fee as follows – 25% for products and 100% for any [labor spent] or custom products. 4. RoboVent hereby notifies Client that RoboVent intends to utilize all available lien rights it may have in connection with its provision of services under this agreement. In order to perfect any construction lien in favor of RoboVent, Client agrees to provide, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, Mich. Comp. Laws §§ 570.1101 et seq. Customer hereby grants RoboVent a security interest in all goods supplied to Client under this agreement. 5. These terms and conditions and this agreement constitute the entire agreement between RoboVent and Client, and all prior agreements, whether oral or written, concerning the subject matter of this agreement are terminated and are null and void. These terms and conditions and this agreement cannot be modified except in writing signed by both RoboVent and Client. These terms and conditions and this agreement shall be governed by Michigan law. 6. These terms and conditions and this agreement shall be binding on all successors, assigns and personal representatives, and shall not be assignable by Client. 7. [In the event Client purchases a RoboVent CompleteCare™ Program for such equipment (a "Maintenance Contract"), during the term of such Maintenance Contract, RoboVent shall provide the additional limited warranty set forth in this paragraph, in accordance with and subject to the terms and conditions contained herein, provided that such Maintenance Contract remains in effect continuously and such Client maintains the equipment in accordance with RoboVent's then current terms and conditions, and provided that all equipment was properly installed, maintained and operated under normal conditions and in accordance with the Owner's Manual, to include but not limited to Client's proper removal and disposal of all dust (the "CompleteCare™ Warranty"). Notwithstanding anything to the contrary contained herein, failure to exclusively use RoboVent replacement parts and filters on the equipment will void the CompleteCare™ Warranty. If, after twelve (12) years of continuous coverage under the Maintenance Contract, such

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equipment must be rebuilt by RoboVent as part of the Maintenance Contract (the “Rebuilt Equipment”), Client shall receive an eight (8) year cabinet warranty as set forth above on Rebuilt Equipment and a two (2) year warranty on all parts manufactured by RoboVent included in the Rebuilt Equipment. If, after twelve (12) years of continuous coverage under the Maintenance Contract, such equipment is not rebuilt, RoboVent shall add a surcharge to every Maintenance Contract invoice, to cover the additional cost of maintaining an older piece of equipment. Client acknowledges and agrees that all site visits outside of the standard service schedule for the applicable Maintenance Contract shall be charged at RoboVent’s then current rates. For the avoidance of doubt, service outside of RoboVent’s then current service hours and freight charges for parts or equipment are excluded from the CompleteCare™ Warranty.] In the event there is a conflict between these terms and conditions or this agreement and a proposal, this agreement shall control unless RoboVent and Client have expressly agreed in writing that the proposal shall control. No additional or different terms contained in any purchase order, acceptance, invoice, acknowledgment, bill of lading or any other similar document, click-wrap or other terms and conditions provided with any other documents or materials shall be binding on RoboVent. No course of dealing or usage of the trade shall be applicable unless expressly incorporated into this agreement.