



## TERMS AND CONDITIONS

- **Quotation and Acceptance:** The prices stated in this quotation are subject to change without notice at any time prior to the receipt of ECSI of the Buyer's written purchase order. The quoted prices will become firm when ECSI receives Buyer's written purchase order, provided it is received within thirty (30) days from the date of this quotation, with price and terms, and conditions of sale as quoted by ECSI.
- **Terms:** Terms of payment for goods and services supplied hereunder shall be net thirty (30) days immediately following completion of any portion of the contracted work. ECSI reserves the right to add to any account outstanding more than thirty (30) days after date of invoice, a delinquency charge of 1.5% of the principal amount due at the end of each thirty (30)-day period.
- **Performance:** ECSI shall not be liable for failure to complete or delays in delivery hereunder where such failure or delay is due to the disapproval of the ECSI Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure material from the usual sources of supply, or any other circumstances beyond the control of ECSI. In the event of the disapproval of the ECSI Credit Department or the occurrence of any of the above events, ECSI may cancel Buyer's purchase order without any liability on the part of ECSI. Receipt of the equipment by Buyer upon its delivery shall constitute a waiver of all claims for delay.
- **Warranty of Workmanship and Material:** ECSI guarantees all equipment and material against defects in workmanship for one (1) year from date of delivery, and will repair or replace F.O.B. point of manufacture such products or components as ECSI finds defective. This warranty does not include the cost of labor to remove or re-install any defective components, nor does it include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. No liability shall be attached to ECSI until said ECSI installed equipment and services have been paid for, and then said liability shall be limited to the cost of repairing or replacing said defective product or component. **The warranty and liability set forth above are in lieu of all other warranties and liabilities, expressed or implied, in law or in act, including the warranties of merchantability and fitness for a particular purpose. In no event shall ECSI be liable for any incidental or consequential damages.**
- **Orders:** An order based on this quotation is subject to the acceptance of ECSI.
- **Cancellation:** ECSI reserves the right to collect costs accrued against cancelled orders. A minimum booking charge equal to 5% of the sales price will be applied to any order irrespective of the date of the order or the amount of work done on the material called for. Buyer agrees, in the event of canceling the order, to pay as liquidated damages an amount equal to the accrued costs of the order increased by 40%. The liquidated damages will in no way be construed to be a penalty. If an order is liable for both booking and cancellation charges, then the one representing the greater amount must be used in establishing the cancellation charge.
- **Purchase Money Security:** Buyer agrees that ECSI retains a security interest in the equipment listed in this quotation, together with all accessions thereto and accessories, intellectual property, parts and equipment attached thereto, "collateral", to secure payment of the purchase price, until the payment obligation has been paid in full. In the event of default, ECSI shall have all of the rights and remedies provided by Article 9 of the Uniform Commercial Code (UCC) including, not by way of limitation, the right to take immediate possession of the collateral.
- **Reasonable Notice:** In the event of resale of the collateral after repossession, Buyer expressly agrees that the requirements of reasonable notice shall be met if notice is mailed to the Buyer not less than five (5) days prior to the sale or other disposition.
- **Taxes:** The price of the quotation does not include duties, sales, use, excise or other similar taxes. Buyer shall pay, in addition to the stated price, all taxes due or shall provide an acceptable tax exemption certificate.
- **Disputes:** All disputes shall be resolved by arbitration in accordance with the American Arbitration Association. The prevailing party shall recover all legal and attorneys' fees incurred as a result.
- **Severability:** The invalidity, illegality, or unenforceability of any obligation or provision under this Agreement shall not affect or impair the enforceability or legality of any of the remaining provisions or obligations under this Agreement.
- **Entire Agreement:** This quotation, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings.
- **Changes:** No changes or modifications of any of the terms and conditions stated herein shall be binding, unless accepted by ECSI in writing.
- **Case Study:** ECSI reserves the right to create a case study regarding any work performed in the Client's facility. ECSI will provide the Client with a transcript of the case study to review for factual accuracy and to prevent the release of any confidential information. The Client agrees to review the final transcript, provide any comments and give written approval of the final transcript. ECSI will have the right to use, copy, modify, reference and publish the case study in any way ECSI sees fit.
- **Credit Card Payments:** Credit card payments are accepted, however, 3% will be added to the invoice when payment is made by credit card.