

TERMS AND CONDITIONS - CUSTOMERS

1. Acceptance. These terms and conditions are integral to Air Chek Industries Inc.'s ("**Air Chek**") offer and form the basis of any agreement (the "**Agreement**") resulting from Air Chek's proposal (the "**Proposal**") for the sale of the described equipment (the "**Equipment**"). The Proposal is subject to acceptance in writing by the party to whom this offer is made ("**Customer**") delivered to Air Chek within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Air Chek's terms and conditions. If Customer's order is expressly conditioned upon Air Chek's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Air Chek with Air Chek's terms and conditions attached or referenced serves as Air Chek's notice of objection to Customer's terms and as Air Chek's counteroffer to provide Equipment in accordance with the Proposal and Air Chek's terms and conditions. If Customer does not reject or object in writing to Air Chek within 10 days, Air Chek's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Air Chek's terms and conditions.

2. Credit. This Agreement is subject to credit approval by Air Chek. Upon disapproval of credit, Air Chek may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Air Chek and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

3. Title. All Equipment sales shall be made FOB manufacturing facility or warehouse. Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at manufacturing facility or warehouse.

4. Pricing. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. The price of Equipment does not include any federal, provincial, or municipal property, license, sales, excise, value added or other similar taxes.

5. Delivery. Delivery dates are not guaranteed. Air Chek will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Air Chek be liable for any damages or expenses caused by delays in delivery.

6. Performance. Air Chek shall be obligated to furnish only the Equipment described in the Proposal and in submittal data. Air Chek may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the project or location. Compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Air Chek will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether the time for performance has passed.

7. Cancellation. An order placed with and accepted by Air Chek cannot be delayed, canceled, suspended, or extended except with Air Chek's written consent and upon written terms accepted by Air Chek that will reimburse Air Chek for and indemnify Air Chek against loss and provide Air Chek with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Air Chek pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

8. Payment. Unless otherwise agreed to in writing by, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Air Chek's invoices within net 30 days of shipment date. Air Chek reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer will have no rights of set off against any amounts, which become payable to Air Chek under this Agreement or otherwise.

9. Force Majeure. Air Chek's duty to perform under this Agreement and the equipment prices are contingent upon the non-occurrence of an event of force majeure. If Air Chek is unable to carry out any material obligation under this Agreement due to an event of force majeure, this Agreement

shall at Air Chek's election (i) remain in effect but Air Chek's obligations shall be suspended until the event of force majeure terminates or (ii) be terminated upon 10 days' notice to Customer.

10. Limited Warranty. The Equipment are not warranted by Air Chek and have such warranties as may be extended by the respective manufacturer. Customer understands that Air Chek is not the manufacturer of any Equipment and any warranties, claims, statements, representations, or specifications are those of the manufacturer, not Air Chek, and customer is not relying on any warranties, claims, statements, representations, or specifications regarding the Equipment that may be provided by Air Chek or its affiliates, whether oral or written. No warranty liability whatsoever shall attach to Air Chek until Customer's complete order has been paid for in full and Air Chek's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Air Chek will replace defective parts within a period of 12 months after ship date from the manufacturing facility. In no event shall any warranty cover labor or other costs incurred for diagnosing or repairing the Equipment.

11. Indemnity. To the fullest extent permitted by law, Air Chek and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

12. Limitation of Liability. Notwithstanding anything to the contrary, in no event shall Air Chek be liable for any special, incidental, indirect consequential, punitive, exemplary damages (including without limitation refrigerant loss, business interruption, lost data, lost revenue, lost profits), or contaminants liabilities, even if a party has been advised of such possible damages or if same were reasonably foreseeable and regardless of whether the cause of action is framed in contract, negligence, any other tort, warranty, strict liability, or product liability. In no event will Air Chek's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Air Chek's by Customer under this Agreement.

13. Claims. Air Chek will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 10 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Air Chek may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Air Chek to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures.

14. General. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the Province of Alberta. This Agreement contains all the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Air Chek is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Air Chek. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

15. Returns. General stock items may be returned to Air Chek within 90 days of the date of purchase. All returned items will be subject to a restocking fee of 30%.