

ADDITIONAL TERMS AND CONDITIONS

SUPERSEDING EFFECT

The Acknowledgment supersedes all previous quotations, proposals, or representations of any nature, written or oral, made by Moore Fans LLC (MFLLC) regarding the product described above, and contains the entire proposal of MFLLC. The Acknowledgment may be withdrawn by MFLLC without notice or may be modified by MFLLC at any time prior to its acceptance as hereafter provided.

TERMS OF PAYMENT

Payment in full for any purchase made hereunder is due within 30 days after the earliest of either the invoice date or the date on which the factory holding period begins. If payment is not made within the above times, Buyer agrees to pay interest and/or a holding charge as hereafter set forth. For the purpose of avoiding interest or a holding charge, the date of payment is the date MFLLC actually receives payment and not the mailing date or the check date.

FACTORY HOLDING PERIOD

Orders may be held at the factory after the requested shipping date at the request of the Buyer. They may also be held at the discretion of MFLLC if the Buyer's account is overdue or if the Buyer's credit limit, as determined in the sole discretion of MFLLC, has been exceeded or will be exceeded by the shipment being held. The period that orders are so held shall be designated as the "Factory Holding Period". MFLLC will retain title of the goods during the Factory Holding Period, but will notify the Buyer that the order is being held. The holding period will begin at the requested shipping date and end upon actual shipment of the order. Buyer agrees to pay MFLLC a holding charge of 1% per month (12% per year), or if prohibited by law, then a charge equal to the highest lawful contract interest rate, on all sums remaining unpaid commencing 30 days after the Factory Holding Period begins and running until actual shipment of the order.

INTEREST AND OTHER CHARGES

Buyer agrees to pay MFLLC interest at the rate of 1% per month (12% per year), or if prohibited by law, then at the highest lawful contract rate, on all sums that remain unpaid 30 days after invoice date and after the end of any Factory Holding Period. Interest and holding charges will not be applied simultaneously. Buyer also agrees to promptly pay the reasonable attorney's fees and all filing fees and other costs incurred by MFLLC in enforcing its right to payment under this contract.

PRICE OR DISCOUNT CHANGES

The Acknowledgment must be accepted in writing by the Buyer within 30 days of the Acknowledgment date, unless otherwise stated in the Acknowledgment, in order to hold the price and any discount schedule set forth in the Acknowledgment.

CANCELLATION

Orders may be cancelled without charge only prior to the start of production, or when special material must be ordered, prior to the ordering of such special material. In the event that later cancellation is necessary, the cancellation charge will be determined by MFLLC on the basis of the value of, and demand for, the parts fabricated or in fabrication and the special materials ordered.

SHIPMENT AND LIABILITY

Every effort will be made by MFLLC to meet scheduled shipping dates; however, MFLLC will be excused and be relieved from all liability whatsoever for delays in shipment or performance which results in whole or in part from strikes or other disputes with employees, shortage or delay in receipt of materials, fuel or labor, failure of carriers to provide transportation, government regulations, or any cause beyond the control of MFLLC including but not limited to fire, flood, windstorm, war, riot, and embargoes. If any of the foregoing events occur which delay shipment or performance, the time for completion of the contract by MFLLC shall be extended accordingly, and the Buyer shall have no right to cancel or rescind the contract by reason of any delay excusable under this paragraph. Shipping dates may be changed by the Buyer without penalty prior to the start of production. The deferral of the shipping date after the start of production will result in the order being placed in a Factory Holding Period at the time of the initial shipping date, with resulting holding charges. Unless otherwise requested, shipments will be routed by the best means known to MFLLC. In the absence of an agreement to the contrary, orders will be shipped collect. It is suggested, however, the Buyer make arrangements with MFLLC to prepay shipping charges to a field installation or to the Buyer. Such prepaid charges will be billed to the Buyer upon receipt by MFLLC. It is to be understood that shipping weights may vary considerably from those published due largely to the variation in weight of the lumber used for crating. Shipping weights are subject to change without notice. Unless otherwise specified, shipment will be made F.O.B. Marceline, Missouri. Title to the product and risk of loss or damage to the product Passes to the Buyer upon delivery of the product by MFLLC to the carrier.

TAXES

Prices named herein shall be subject to an additional charge for any existing or future manufacturers, state, use or similar tax which may be applicable, and Buyer agrees to pay such additional charges.

WARRANTY

Seller warrants only to Buyer, as its purchaser for resale, that the fans manufactured and sold by Seller to Buyer under this Agreement will be free from all defects in material and workmanship under ordinary use for a period of two(2) years from the date of shipment or one (1) year from the date the fan is installed on a customer's premises, whichever occurs first. This warranty shall apply only if Seller receives written notice of any defect within the warranty period. Upon receipt of such notice, Seller, at its option, may require Buyer to return the fan at Buyer's cost to Seller for inspection by Seller. If the fan is found to be defective on inspection by Seller, as a sole and exclusive remedy, Seller will, at its option, either repair or replace the fan. This warranty shall not apply to damage, or if repairs, alterations or part replacements have been made or attempted without Seller's prior written authorization. **SELLER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF THIS OR ANY WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES OR EXPRESSED WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. DUE TO THE VARIETY OF CONDITIONS UNDER WHICH THE FANS MAY BE USED, RISKS OF RESULTS OBTAINED FROM USE OF THE FANS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS, IS ENTIRELY BUYER'S. THE ABOVE LIMITATIONS ON DAMAGE AND EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES ARE NOT APPLICABLE TO THE EXTENT PROHIBITED BY STATE LAW.**

LIMITATION OF REMEDIES

Buyer's sole and exclusive remedy for breach of any warranty by MFLLC is to require it to repair any defective part or product at its existing location, or at the sole option of MFLLC, to replace any defective part or product with all costs of shipment to be paid by the Buyer. In the event that repair or replacement is determined to be an ineffective remedy, or in the event of any breach of agreement other than a breach of warranty, Buyer's sole and exclusive additional remedy, and the limitations of MFLLC's liability for breach of warranty, or of any other terms and conditions of this agreement, is the right to recover a sum not to exceed the amount paid to MFLLC for the defective product, or the product, upon the return of the defective product, or product, to MFLLC. Written notice specifying the defect must be given promptly by the Buyer, and MFLLC shall be the sole judge in determining whether such product is defective. Buyer may not return to MFLLC any part or product alleged to be defective without the prior written consent of MFLLC. Under no circumstances shall the Buyer be entitled to any incidental or consequential damages as a result of any breach of warranty or other breach of this agreement by MFLLC. Any legal action for breach of warranty or any other provision of this agreement must be commenced within one year after the cause of action occurs.

SECURITY INTEREST

Buyer hereby grants MFLLC a purchase – money security interest in the Products purchased hereunder to secure payment of the purchase price, and all other costs and expenses herein provided. The security interest shall terminate upon payment in full of the purchase price, and any other costs and expenses incurred. If the Buyer breaches any of its obligations to MFLLC under the terms of this agreement, MFLLC shall have all of the rights of a secured party upon default of the debtor under the terms of the Missouri Uniform Commercial Code. A copy of this agreement may be filed with the appropriate state authorities at any time after the signature of the Buyer as a financing statement in order to protect the security interest of MFLLC.

HOLD HARMLESS

If Buyer uses any products furnished hereunder in departure from recommended performance specifications, operating conditions, or users, Buyer agrees to indemnify and hold MFLLC harmless from and against all liability and expenses based on damage to property or injury to or death of any person arising out of or attributable to such products whether or not modified by Buyer.

EXPORT COSTS AND DOCUMENTS

Unless otherwise specifically stated, prices do not include the cost of special preparation for export, export packing, brokerage or handling charges, consular invoices, export declaration, certificates of origin, inland, ocean or air freight, bank fees or other documents, insurance in transfer or similar items and any other costs incurred for such items shall be added to the prices shown. It shall be the responsibility of customer to provide all import licenses, foreign exchange approvals, irrevocable letter of credit or bank draft and similar documents required in connection with the purchase, delivery and payment for the articles covered hereby.

NO MODIFICATION OR WAIVER

The terms and conditions set forth in the Acknowledgment once they become the terms and conditions of sale may not be modified except by an agreement in writing signed by the party against whom it is to be enforced. Any provisions of the Acknowledgment which are contrary to, prohibited by, or invalid under any applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provision.