ACME ENGINEERING & MANUFACTURING CORPORATION

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AcmeFanGroup.com

Commercial/Industrial (including OEM)
Telephone: 910-682-7791
Fax: 910-682-0134
AcmeFan.com
AcmeOem.com

Agricultural/Horticultural (including OEM)
Telephone: 800-774-3267
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AcmeAg.com
AcmeHort.com

Member Air Movement and Control Association International, Inc.

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ACCEPTANCE AND CANCELLATION All orders and sales are subject to written approval and acceptance by an executive of
the Company. Any failure to accept orders submitted by a purchasing agent of the Oklahoma, (the “Company”) and are not binding on the Company until
such time as they are accepted in writing by an authorized representative of the Company. This Order Acknowledgment constitutes full acceptance of the order
as stated. The Purchaser has two business days from the date of the acknowledgment to reject the order and thereby cancel the order.

Any contract resulting from the Purchaser’s order may be canceled by the Purchaser only by negotiations and upon payments of reasonable cancellation charges, if any, to take into account expenses already incurred and commitments made by the Company.

DELIVERY All shipping and delivery dates are estimated only. No de-
ley is guaranteed with respect to any costs, damages, or fees for late delivery. Delivery of the products herein specified shall be made F.O.B. point of
shipment, unless otherwise stated. The Company shall not be liable for damaged or lost goods in transit, whether caused by factors such as Acts of God, acts of the purchaser, acts of civil or military authorities, public carriers, fire, theft, vandalism, acts of war, or other causes of
loss, destruction, damage, delay, stoppage,罢工, lockout, strikes, escrow, or inability to deliver the product herein specified shall be paid by the Purchaser, or in lieu thereof the Purchaser shall
provide the Company with a tax exemption certificate acceptable to the taxing authorities.

DESIGN CHANGES The Company reserves the right to make
any changes in design or production of its products at any time without any liability or obligations to it or apply to install any in such product manufactured by it.

TITLE The title to and ownership of the products sold herein,
which remain with the Company and such products shall remain personal property until all payments herein (including deferred payments whether evidenced by notes or otherwise) shall have been made in full and the
Purchaser agrees to do all acts necessary to perfect and maintain such rights.

PRICE ADJUSTMENTS Prices are subject to change upon notice by the Company. Prices on existing orders are subject to surcharges in the event of cost increases by third parties. All complete component accessory material manufactured by others and furnished with the Company’s products such as motors, drives, vibration equipment, controls or other completely assembled component structures shall be subject to adjustment to the price at time of shipment regardless of the
data of original order entry.

WARNING Acme products are designed and manufactured to provide reliable performance but they are not guaranteed to be 100% free of defects. Even reliable products will experience occasional failures and this possibility should be recognized by the Purchaser and all End Users. If these products are used in a life support system, then when failure has resulted in death or injury, the Purchaser and all End Users shall provide appropriate back-up ventilation, supplementary natural ventilation, or other systems or measures to ensure the safety of the occupants or other persons, and to acknowledge willingness to pay any claims or demands brought against the Purchaser or the Company or any other person for any products not manufactured by the Company.

WARNING DO NOT USE IN HAZARDOUS ENVIRONMENTS where fan’s electrical system could provide ignition to combustible or flammable materials unless unit is specifically built for hazardous environments. Comply with all local and national safety codes including the National Electrical Code (NEC) and National Fire Protection Act (NFPA).

CAUTION Guards must be installed when fan is within reach of personnel or within (8) feet (.25 m) of working level or when deemed advisable for safety.

DISCLAIMER The Company has made a diligent effort to illustrate and describe the products accurately in all Company literature; however such illustrations and descriptions are for the sole purpose of identification and do not express or imply any warranty.

WARRANTY AND DISCLAIMER: the Company extends this limited warranty to the original purchaser and warrants that products sup-
plied hereunder are free from original defects in workmanship and materials for two years from date of shipment (except for the warranty period outlined for the housing, mechanicals, coatings, and workmanship for the periods shown from date of shipment: Acme’s product literature).

The Company warrants the MFS57 and DXP60 housing, cone, and butterfly doors, along with couplings, shafts and bearings, along with inlet and outlet screens, are designed to serve multiple applications and offers a wide range of safety options, including guards and other devices, as may be required by taxing authorities.

The Company certifies that all products are suitable for normal use only. The Company disclaims any and all warranties, express, implied or otherwise, regardless of the manner in which the products are supplied by the Company, whether written or oral, which are hereby expressly disclaimed and waived. THIS WARRANTY COVERS ORIGINAL DEFECTS IN MATERIALS AND WORKMANSHIP WITHIN THE LIMITED WARRANTY PERIOD. THE COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS. THE COMPANY’S LIABILITY IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT. THE COMPANY IS NOT LIABLE FOR ANY LOSS OR INJURY TO PERSONS OR PROPERTY, OR ANY OTHER LOSS OR DAMAGE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, WHICH MAY RESULT FROM THE USE OF THE PRODUCTS. THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND NO REPRESENTATION IS MADE WHATSOEVER AS TO THE SATISFACTION, SAFETY OR PERFORMANCE OF THE PRODUCTS. THE COMPANY DISCLAIMS AND WAIVES ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM OR DEMANDS BROUGHT AGAINST THE COMPANY OR ITS DISTRIBUTORS OR AGENTS. THE COMPANY DISCLAIMS ALL LIABILITY FOR LOSS OR DAMAGE TO PERSONS OR PROPERTY Resulting FROM THE USE OF THE PRODUCTS. THIS LIMITATION OF LIABILITY IS INTENDED AS THE COMPANY’S TOTAL LIMITATION OF LIABILITY AND IS INTENDED TO APPLY REGARDLESS TO OTHER PROVISIONS OF THIS AGREEMENT WHICH MAY REQUIRE OR IMPOSE INDEMNIFICATION OR ANY OTHER PERSONAL OR OTHER LIABILITY FOR ANY PRODUCTS OR THEIR PERFORMANCE.

The following circumstances shall render this warranty void:

● Product experience malfunction or failure resulting from lack of proper preventive maintenance, neglect, misuse, misapplication, inadequate power supply, high winds, snow, load, or other acts of God.

● Modifications or alterations to the products not approved by the Company.

● Product not installed and/or operated in accordance with the instructions provided.

● Product installed without a protective overhang to guard from wind, snow load.

● All components are not original equipment supplied by the Company, either new or replacement part(s).

● Product experience corrosion and/or material deterioration caused by or in contact with the application of chemicals, minerals, sediments, or other foreign elements.

REPLACEMENT PARTS If replacement parts are ordered, pur-
chaser warrants that the original components in which these replacement parts will be placed are in satisfactory working condition, and when said replacement parts are installed, the resultant installation will operate in a safe manner at speeds and temperatures for which the original part was purchased.

TECHNICAL ADVICE AND RECOMMENDATIONS, DANGERS: Acme Engineering & Manufacturing Corporation does not make any representations, recommendations or advice as to the choice, installation or use of the products. Purchase, installation or use of the products, the Purchaser shall indemnify and hold the company harmless for any claims or demands brought against the Purchaser or the Company or any other person for any products not manufactured by the Company. The Purchaser’s sole option and may be subject to additional charge.

The Company assumes no obligation or liability on account of any rec-
ommendations, opinions or advice as to the choice, installation or use of the products. The Company will not be liable to the Purchaser or any other person for any loss or cost of any kind, including, but not limited to, any loss of profits or any incidental, special, exemplary, or consequential damages for any claims or demands brought by the Purchaser or such other person.

LIMITATION OF LIABILITY The cumulative liability of the Company to the Purchaser and any other persons for all claims in any way relating to or arising out of the products, including, but not limited to, any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of the purchase price paid for those products which are the subject of any such claim. The limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached by the Purchaser.

The Company reserves the right to apply to the Purchaser the possibility of such claims or demands. In no event shall the Company be liable to the Purchaser or any other person for any product, installation or use of the products, the Purchaser shall indemnify and hold the Company harmless.

SAFETY ACCESSORIES: The Company manufactures products designed to serve multiple applications and offers a wide range of safety equipment, including guards and other devices, as may be required by taxing authorities.

The Company reserves the right to apply to the Purchaser the possibility of such claims or demands. In no event shall the Company be liable to the Purchaser or any other person for any product, installation or use of the products, the Purchaser shall indemnify and hold the Company harmless.

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