

AIRESAFE INTERNATIONAL USA INC. STANDARD TERMS AND CONDITIONS

1. **Definitions.** The following terms used in this Agreement have the following respective meanings:
 - a) **Additional Charge** means fees or charges for additional Goods provided by AireSafe at the Customers' request or reasonably required as a result of the Customer's conduct, calculated in accordance with AireSafe's current prices.
 - b) **Agreement** means the agreement comprised by these Credit Agreement Terms and Conditions and the accompanying Credit Agreement Schedule and all variations to either.
 - c) **AireSafe** means AireSafe International USA Inc., 122 S. River Street, Janesville, WI 53548, United States, its external administrators, permitted assigns, any person or entity acting on behalf of and with its authority, and its related entities (including any related persons under sections 267 or 1563 of the Internal Revenue Code).
 - d) **Business Days** means a day that is not a Saturday, Sunday or federal U.S. public holiday.
 - e) **Business Hours** means the period on any business day during which AireSafe is normally open for business as varied by it from time to time.
 - f) **Confidential Information** means all information not in the public domain whether oral, in writing or recorded in any other medium or mode of storage in relation to AireSafe and includes (without limiting the generality of the following):
 - (i) information and material that is proprietary or confidential to AireSafe including intellectual property rights;
 - (ii) all business, technical or financial information of any sort (regardless of how it is recorded or stored) relating to the business of AireSafe including any subsidiaries, customers and suppliers;
 - (iii) information AireSafe designates as being confidential; and
 - (iv) any information which by its nature places or potentially places AireSafe at an advantage over its business competitors; and
 - (v) any other commercially sensitive information.
 - g) **Customer** means the person or entity specified in Item 2 of the Schedule (or any person or entity acting on behalf of and with the authority of the Customer) and as described on any quotation, work authorization or another form as provided by AireSafe to the Customer.
 - h) **Customer's Nominated Address** means the Physical Address on file with AireSafe, which may be changed by providing AireSafe 21 days' written notice.
 - i) **Effective Date of this Agreement** means the date on which the last of the Parties to this Agreement exchanges with the other a properly executed version of it.
 - j) **Force Majeure Event** means any cause, action or omission beyond a Party's reasonable control, including fire, storm, flood, earthquake, explosion, accident, an act of a public enemy, war, rebellion, insurrection, sabotage, epidemic, pandemic, quarantine restriction, border restriction, labor dispute, labor shortage, transportation embargo or failure or delay in transportation, shortage of or inability to obtain raw materials, plant or equipment breakdown, an act of God, act (including laws, regulations, disapprovals or failure to approve) of any government or agency whether national, municipal or otherwise, by which the Party relying on the event is prevented from, delayed or impeded in performing its obligations.
 - k) **Goods** mean all goods supplied by AireSafe to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and which are or may be described on any invoices, quotations, work authorizations or any other forms as provided by AireSafe to the Customer.
 - l) **Intellectual Property Rights** means all intellectual and industrial property rights throughout the world that are recognized by any law or statute or regulation or any form of jurisdiction in equity in each territorial jurisdiction in which they are or might be sought to be enforced as being an intellectual property or industrial property rights that may be infringed and/or enforced by the owner (or enforced by another entity with a relevant interest), and whether present or future rights. It also includes, but is not limited to, intellectual industrial property rights of any sort in any prototype device created by AireSafe and also all rights in registered or unregistered at any time protected by statute or common law, including copyright (including moral rights), registered or unregistered trademarks, patents, registered or unregistered designs, circuit layouts, Confidential Information, trade secrets, and database rights where available.
 - m) **Party** means either a party to this Agreement, being AireSafe or the Customer.
 - n) **Price** means the Price payable for the Goods as agreed between AireSafe and the Customer in accordance with Section 4 of this Agreement, and shall be in U.S. Dollars. The Prices does not include insurances, freight, the hiring of trucks, forklift trucks cranes or any necessary mechanical handling equipment at the point of delivery. If special equipment is required, all costs incurred will be charged to the Customer.
 - o) **Services** mean all Services supplied by AireSafe to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
2. **Interpretation.** In this Agreement:
 - (a) Words importing the singular include the plural and vice versa.
 - (b) References to a Party include a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity.
 - (c) A reference to a Party to this document also includes the Party's heirs, executors, external administrators of any sort, successors in title, permitted substitutes and permitted assigns, and a Party's related entities (including any related persons under sections 267 or 1563 of the Internal Revenue Code).
 - (d) Headings are for ease of reference only and do not affect the meaning or interpretation of this Agreement.
3. **Acceptance.**
 - (a) Any instructions received by AireSafe from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by AireSafe constitute acceptance of the terms and conditions contained in this Agreement.
 - (b) Where more than one Customer has entered into this Agreement, the Customers shall be jointly and severally liable for all payments of the Price.
 - (c) Upon acceptance of this Agreement by the Customer, the terms and conditions are binding and can only be amended with the written consent of AireSafe (which it may withhold at its sole discretion).
 - (d) The Customer shall give AireSafe not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to,

changes in the Customer's address, facsimile number, or business practice). The Customer shall indemnify and hold AireSafe harmless against any loss incurred by AireSafe as a result of the Customer's failure to comply with this provision.

- (e) Goods are supplied by AireSafe strictly pursuant the terms and conditions of this Agreement to the exclusion of anything to the contrary in the terms of the Customer's order, and notwithstanding that any such order is placed on terms that purport to override this Agreement.

4. Price and Payment.

- (a) At AireSafe's sole discretion, the Price shall be either:
 - (i) as indicated on invoices provided by AireSafe to the Customer in respect of Goods supplied; or
 - (ii) AireSafe quoted Price (subject to Section 4(b)), which shall be binding upon AireSafe provided that the Customer shall accept AireSafe's quotation in writing within sixty (60) days of receipt thereof.
- (b) AireSafe reserves the right to change the Price in the event of a variation to AireSafe's quotation.
- (c) At AireSafe's sole discretion:
 - (i) a non-refundable deposit may be required; and/or
 - (ii) payment shall be due on delivery of the Goods; or
 - (iii) payment for approved Customers shall be due thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices.
- (d) Time for payment shall be of the essence and may be stated on the invoice or any other forms. If no time is so stated, then payment shall be due thirty (30) days following the last day of the month in which the invoice was issued.
- (e) Payment will be made by cash, check, cashier's check, credit card (plus a surcharge of up to the percentage amount of the Price payable by AireSafe to the credit card provider as a merchant's or similar fee, at AireSafe's sole discretion), direct credit, or by any other method as agreed to between the Customer and AireSafe.
- (f) Any taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- (g) Where completed Goods are comprised of a number of easily identifiable components, AireSafe reserves the right to produce the agreed number of these components and invoice these separately. AireSafe will submit a break-up of these components to total the full unit Price when acknowledging receipt of the order and such values will be used to invoice components produced.

5. Drawings, Dimensions and Performance Data.

- (a) Any dimensions, datasheets, and instructions that may be submitted in conjunction with, or referred to, in any quotation or information given by AireSafe will be as accurate as reasonably practicable and possible to enable fit and reflect the performance of the Goods. Any visual representation of the Goods that may accompany instructions will be considered approximate only. Any information supplied under this Section 5(a) should contain no more sensitive information than that which is publicly available for AireSafe's Goods already, or if it does, it will be subject to Sections 13 and 14.
- (b) Any dimensions, datasheets, instructions, and visual representations that may be submitted in conjunction with, or referred to, in any quotation or information given by AireSafe related to Goods will be considered approximate and for quotation purposes only and must not be used for construction purposes.
- (c) Any inaccuracy as permitted by either of Section 5(a) or (b) shall not invalidate this Agreement, shall not be made the basis for any claim against AireSafe, nor justify rejection of the Goods.

6. Third-Party Designs.

- (a) AireSafe accepts no responsibility for the efficacy of any design, specification or unit capacity not prepared or estimated by AireSafe. In such instance, AireSafe's guarantee is limited to the quality and capacity of the Goods supplied subject to any limitation or restriction on that quality or capacity resulting from any such design, specification or unit capacity.

7. Delivery of Goods.

- (a) At AireSafe's sole discretion, delivery of the Goods shall take place when the Customer or its agent takes possession of them at AireSafe's address, or the Customer takes possession of the Goods at the Customer's Nominated Address (in the event that the Goods are delivered by AireSafe or AireSafe's nominated carrier).
- (b) At AireSafe's sole discretion, the costs of delivery may be included in the Price or may be charged to the Customer in addition to the Price.
- (c) Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this Agreement.
- (d) The failure of AireSafe to deliver shall not entitle either Party to treat this contract as repudiated.
- (e) Subject to the limitation of liability allowed by Section 10 of this Agreement, AireSafe shall not be liable for any loss or damage whatsoever due to failure by AireSafe to deliver Goods by the specified delivery date where due to circumstances beyond the control of AireSafe provided that AireSafe has used its reasonable best endeavors to meet that specified delivery date.

8. Title and Risk.

- (a) All risk of loss or destruction of, or damage to, the Goods passes to the Customer at the time at which the Goods are ready for collection on behalf of the Customer.
- (b) The Customer must obtain its own insurance for the Goods and at its own cost.
- (c) AireSafe and the Customer agree that ownership of the Goods shall not pass until:
 - (i) the Customer has paid AireSafe all amounts owing for the particular Goods;
 - (ii) the Customer has met all other obligations due by the Customer to AireSafe in respect of contracts between AireSafe and the Customer.
- (d) Where AireSafe supplies Goods to the Customer without payment in full, the Customer:
 - (i) agrees that it is a bailee of the Goods until title in them passes to it as required by this Agreement and, until such time as title passes, it holds the Goods, or any proceeds of sale or disposal of any of the Goods (up to and including the amount that the Customer owes to AireSafe for the goods) or on trust for AireSafe;
 - (ii) appoints AireSafe to be its attorney to do all acts necessary to ensure that AireSafe retains title in the Goods, including the registration of any security interest in favor of AireSafe under any applicable law;

- (iii) agrees to take, on request, all such steps that AireSafe might reasonably require of it to separate and identify the Goods belonging to AireSafe from other goods held by the Customer;
- (iv) agrees that it will not allow any other person or entity to have or acquire any form of security or other interest in the Goods pending full payment of all amounts due and payable in respect of the Goods;
- (v) agrees that, until such time as ownership of the Goods passes from AireSafe to the Customer, AireSafe may give notice in writing to the Customer to return the Goods or any of them to AireSafe. Upon the giving of such notice, the rights of the Customer to obtain ownership or any other interest in the Goods shall cease immediately;
- (vi) agrees that, in addition to all other rights and remedies available to AireSafe at law or in equity, it is entitled to (a) stop Goods in transit; and/or (b) to commence proceedings to recover the unpaid Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
- (vii) will permit AireSafe employees or agents (as the Customer's invitee) to enter on and into land and premises in the possession or control of the Customer, or any other premises where the Goods are situated, and take possession of the Goods.
- (e) Where AireSafe supplies Goods to the Customer without payment in full and:
 - (i) the Customer makes a new object from the Goods, whether finished or not; and/or
 - (ii) the Customer mixes the Goods with other goods; and/or
 - (iii) the Goods become part of other goods (in each such case "New Goods"),

the Customer agrees that ownership of the New Goods immediately passes to AireSafe. The Customer will hold the New Goods on trust for AireSafe until payment of all monies owed to AireSafe by the Customer whether under this Agreement or any other contract have been made. If AireSafe so requires, the Customer will store and label the New Goods in a manner that clearly identifies AireSafe's ownership of the New Goods.

- (f) To avoid any doubt, and notwithstanding any contrary term of Section 8(e) above, ownership of the New Goods passes to AireSafe at the beginning of the event or process by which the Goods are converted into New Goods.
- (g) Despite any other clause of this Agreement, the Customer may transfer, sell or dispose of Goods, including New Goods, to a third party in the ordinary course of the Customer's business provided that the Customer:
 - (i) is paid by the third party in respect of the Goods, including the New Goods, and the Customer holds the entire proceeds of the sale on trust for AireSafe in a separate bank account until all amounts owed by the Customer to AireSafe have been paid; or
 - (ii) where the Customer is not paid by a third-party, the Customer agrees to assign all of its rights against the third-party to AireSafe.
- (h) Receipt by AireSafe of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honored, cleared or recognized and, until then, AireSafe's ownership of and all of its other rights in respect of the Goods shall continue to be of full force and effect.

9. Defects.

- (a) Customer shall inspect the Goods on receipt at the final destination and shall, within fourteen (14) days of receipt at the final destination, notify AireSafe in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The "final destination" for the purpose of this clause means a premises of the Customer. For the avoidance of doubt, nothing in this clause 9(a) derogates from the Customer's obligations under Section 7.
- (b) Customer shall allow a AireSafe employee or agent to inspect the Goods within a reasonable time following receipt by AireSafe of Customer's written notice required by Section 9(a).
- (c) If the Customer fails to comply with either of clauses 9(a) or (b), the Goods shall be presumed to be free from any defect or damage, subject only to the warranties granted to the Customer under clause 11.
- (d) Defective Goods for which AireSafe has agreed in writing that the Customer is entitled to reject, AireSafe's liability is limited to either, at AireSafe's sole discretion, replacement of the Goods or repairing the Goods.

10. Returns.

- (a) Customer acknowledges and agrees that under no circumstances is AireSafe liable to accept the return of any Goods and agrees that AireSafe has the right to refuse the return of any such goods.
- (b) Returns will only be accepted if:
 - (i) AireSafe has first agreed in writing to accept the return;
 - (ii) the Goods to be returned are returned at the Customer's sole cost within 14 days of the date of their being available for delivery to the Customer; and
 - (iii) the Goods and all packaging material, brochures and instruction materials for them are returned in as close a condition to new as is reasonably possible in the circumstances.
- (c) If a return is accepted by AireSafe then it, at its sole discretion, may charge the customer and Customer shall pay a return handling fee of up to 15% of the value of the returned Goods as well as all reasonable costs of repairing and/or refurbishing and/or refinishing the returned Goods.
- (d) Customer acknowledges and agrees that under no circumstances is AireSafe liable to accept for return any non-stock Goods that are made to order for the Customer.

11. Warranty on Goods.

- (a) AireSafe warrants to the Customer that the Goods will be of merchantable quality and fit for their intended purpose; that, subject to Section 5, the Goods will match the description given to them in any quotation for them; that it has title to the Goods at the time of their delivery to the Customer; that there are no undisclosed security interests over the Goods that would prevent their sale to the Customer; and that, subject to this Agreement, the Customer will have undisturbed possession of the Goods upon receipt of the same from AireSafe.
- (b) Without in any way limiting Sections 11(a) or 9 and subject to the conditions of warranty set out in Section 12(d), AireSafe warrants that if any defect in any workmanship of the Goods becomes apparent and is reported to AireSafe within twelve (12) months from the date of delivery, then AireSafe will either (at its sole discretion) replace the Goods in question or remedy the defect in workmanship accepted by it.
- (c) For service parts or components, and subject to the conditions of warranty set out in Section 12(d), AireSafe warrants against defects, provided such defect is reported to AireSafe within ninety (90) days following the purchase date.
- (d) The conditions applicable to the warranty given by Sections 11(a) to 11(c):

- (i) shall not cover any defect or damage attributable to any act or omission of the Customer or any end-user of the Goods or the employees or agents of either of them which has been caused or partly caused by or arise through:
 1. excessive vibration;
 2. misuse or abuse;
 3. by operation outside the recommended temperature range of -20 C to +50 C;
 4. interference by unskilled or unauthorized personnel;
 5. failure to observe normal installation start-up maintenance or service instructions specified in AireSafe's manuals;
 6. any use of any Goods otherwise than for any other application than those specified by AireSafe or in the Customer's manuals;
 7. the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 8. normal wear and tear, any accident or act of God.
- (ii) cease and AireSafe shall thereafter, in no circumstances, be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without AireSafe's consent.
- (iii) in respect of all claims, AireSafe shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship, provided that reasonable and proper assessing of the Customer's claim and, if it is accepted by AireSafe, the replacement or remedy of such accepted claims takes place within sixty (60) days of AireSafe receipt of a written notice of claim providing detail of the alleged defect(s) sufficient for it to assess the claim.
- (iv) in the event the applicable Goods have been used to replace Goods subject to a previous warranty claim accepted by AireSafe, the period of the warranty shall be limited to the unexpired portion of the previous warranty.
- (v) SAVE FOR THE EXPRESS CONDITIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, THIS IS TO BE CONSTRUED AS A PURCHASE FOR ASSETS ONLY AND NO SERVICES ARE BEING PROVIDED HEREUNDER. IF IT IS DEEMED BY A COURT OF COMPETENT JURISDICTION THAT SERVICES ARE PROVIDED, THEN SAID SERVICES PROVIDED BY AIRESAFE HEREUNDER OR PURSUANT TO ANY QUOTE ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES IT PROVIDES WILL MEET CUSTOMER'S REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. CUSTOMER SELLER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE.
- (vi) Regardless of whether the Goods are manufactured by AireSafe or not, it will warrant the Goods pursuant to and subject to this Agreement.

12. Exclusions and Limitation of Liability.

- (a) IN NO EVENT WILL AIRESAFE, OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT OR DIRECTLY OR INDIRECTLY OF ANY DEFECT, DEFICIENCY, OR DISCREPANCY IN THE GOODS TO BE PROVIDED UNDER ANY QUOTE, WHETHER THE ACTION IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY OR CONFIDENTIALITY RIGHTS OR OTHERWISE. THIS INCLUDES THEIR FORM, CONTENT AND TIMELINESS OF DELIVERIES, FAILURE OF PERFORMANCE, ERROR, OMISSION, DEFECT, INCLUDING, WITHOUT LIMITATION, FOR AND IN RELATION TO ANY OF THE FOLLOWING: (I) ANY GOODS SUPPLIED TO THE CUSTOMER; (II) ANY DELAY IN SUPPLY OF THE GOODS; OR (III) ANY FAILURE TO SUPPLY THE GOODS. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- (b) Where the Customer expressly requests AireSafe to leave Goods outside AireSafe's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk and it shall be the Customer's sole responsibility to ensure the Goods are insured adequately or at all.
- (c) If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, AireSafe is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by AireSafe is sufficient evidence of AireSafe's rights to receive the insurance proceeds without the need for any person dealing with AireSafe to make further enquiries.
- (d) All information, specifications and samples provided by AireSafe in relation to the Goods are approximations only and, subject to any provisions herein or any provisions of law, small deviations or slight variations from them which do not substantially affect the Customer's use of the Goods will not entitle the Customer to reject the Goods upon delivery, or to make any claim in respect of them.
- (e) ANY ADVICE, RECOMMENDATION, INFORMATION, ASSISTANCE OR SERVICE GIVEN BY AIRESAFE IN RELATION TO GOODS, IS GIVEN IN GOOD FAITH AND IS BELIEVED TO BE ACCURATE, APPROPRIATE AND RELIABLE AT THE TIME IT IS GIVEN. IT IS PROVIDED WITHOUT ANY WARRANTY OR ACCURACY, APPROPRIATENESS OR RELIABILITY. AIRESAFE DOES NOT ACCEPT ANY LIABILITY OR RESPONSIBILITY FOR ANY LOSS SUFFERED AS A RESULT OF THE CUSTOMER'S RELIANCE ON SUCH ADVICE, RECOMMENDATION, INFORMATION, ASSISTANCE OR SERVICE.

13. Intellectual Property.

- (a) All Intellectual Property in any aspect of the Goods and also that in any other things of any description designed, drawn, written or made for the Customer by AireSafe and whether under this Section 13 or otherwise (and in anything described or depicted or referred to in them) remains vested in AireSafe and shall only be used by the Customer in the way permitted by this Agreement. Those permissions terminate on the termination or expiry of this Agreement, with the exception of those permissions pertaining to sales of any Goods in the Customer's stock after termination.
- (b) The Customer warrants that all designs or instructions to AireSafe will not cause AireSafe to infringe any form of Intellectual Property right in the execution of the Customer's order and the Customer agrees to indemnify AireSafe against any action taken by a third party against AireSafe in respect of any such infringement.
- (c) The Customer agrees that AireSafe may use any documents, designs, drawings or Goods created by AireSafe for the purposes of advertising, marketing, or entry into any competition.
- (d) Nothing in this Agreement is to be construed as giving the Customer any right, title or interest (whether by way of ownership or the ability to license or otherwise) in and to any of AireSafe's Intellectual Property, whether as embodied in the Goods or otherwise.

14. Confidential Information.

- (a) At its own discretion, AireSafe may disclose or make available Confidential Information to the Customer to be used solely for the purpose of this Agreement. Prior to the disclosure of the Confidential Information, the Customer must agree that it will keep the information confidential and that it will mark the information as "confidential". The Customer must not provide any Confidential Information to any person or entity unless that person or entity has first agreed in writing that it will keep the Confidential Information confidential. In the circumstances of the provision of Confidential Information under this clause, the Customer must:
 - (i) treat and keep all of the AireSafe Confidential Information in the strictest confidence, and take the same level of precautions to protect it as it takes to protect its own Confidential Information, but in no case less than reasonable measures to protect the Confidential Information in order to comply with this clause;
 - (ii) not use the Confidential Information for any purpose other than for the purpose of this Agreement; and
 - (iii) subject to Section 14(c), and, for the avoidance of doubt, also Section 14(b), not directly or indirectly disclose or make available all or any part of the Confidential Information to any third party without obtaining the prior written consent of AireSafe.
- (b) The Customer may disclose or make available such part(s) of AireSafe's Confidential Information to its directors, officers, employees, contractors and agents (as applicable) who have a specific need to access the Confidential Information for the purpose of this Agreement, provided always that those persons have first agreed in writing to keep the Confidential Information in confidence on terms and conditions at least as restrictive as those set out in this Agreement. The Customer remains fully liable to AireSafe for any unauthorized use or disclosure of any of the AireSafe Confidential Information by any third party to whom the Customer discloses or makes available that Confidential Information.
- (c) The obligations of confidence and non-use in this Agreement do not apply to any of AireSafe's Confidential Information that:
 - (i) prior to this Agreement was made available to the Customer or came to the Customer's knowledge, as shown by documentary evidence existing at the relevant time;
 - (ii) is now or hereafter becomes publicly known through no act or omission by the Customer;
 - (iii) is received from a third party who is lawfully in possession of such information and has the authority to disclose it or make it available to the Customer;
 - (iv) is disclosed or made available by the Customer in accordance with the written authority of AireSafe.
 - (v) is disclosed or made available pursuant to the demand of a lawful governmental or judicial authority provided that the Customer must use reasonable efforts first to notify AireSafe of the demand and only make such disclosure to the extent required by the demand;
 - (vi) is independently developed by the Customer without any use of or reference to AireSafe's Confidential Information (or any part of it), as shown by documentary evidence existing at the relevant time; or
 - (vii) is disclosed otherwise than in accordance with clause 14(a) of this Agreement.
- (d) The obligations of confidence and non-use contained in this Agreement survive termination or expiration of this Agreement.
- (e) The original and all copies of any Confidential Information disclosed or made available to or accessed by the Customer, all materials which embody such Confidential Information, including any notes or records, or any evidence, of work performed in connection with this Agreement, in any form or media (including on any digital or electronic storage media), must be returned to AireSafe, destroyed or permanently and irretrievably deleted immediately upon demand of AireSafe and in any event upon expiration or termination of this Agreement. Notwithstanding the foregoing, the Customer is not required to return, delete or destroy copies of AireSafe's Confidential Information created and maintained by an automated back-up system provided that the Customer always maintains the confidentiality of such Confidential Information in accordance with the terms of this Agreement.

15. Default and Consequences of Default, Term and Termination of this Agreement.

- (a) Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half per cent (2.5%) per calendar month (and at AireSafe's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- (b) In the event that the Customer's payment of any correctly invoiced Price is dishonored for any reason, the Customer shall be liable for any dishonor fees incurred by AireSafe.
- (c) This Agreement may be terminated immediately by AireSafe on its giving written notice to the Customer in the event that the Customer becomes insolvent, or convenes a meeting with its creditors, or proposes to or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or has a receiver, or a manager, or a liquidator (provisional or otherwise), or an administrator (or any person similar to any of those) appointed over any of its assets and affairs, or otherwise enters into any administration in insolvency.
- (d) Without prejudice to any other rights and remedies AireSafe may have (under this Agreement or otherwise), if at any time the Customer is in material breach of its obligations under this Agreement as to payment of the Price or either of Sections 13 or 14 of this Agreement, AireSafe shall have the right to immediately terminate this Agreement.
- (e) Without prejudice to any other rights and remedies AireSafe may have (under this Agreement or otherwise), if at any time the Customer is in material breach of any obligation other than the obligations listed in 15(d), AireSafe will first give the Customer a notice to remedy that breach.
- (f) A notice issued under clause 15(e) will give a period of at least seven (7) business days from its date to remedy each breach identified in it. During this notice period, any orders available for delivery will be delivered to the Customer.
- (g) If a breach identified by the notice required by clause 15(e) is not remedied to AireSafe's reasonable satisfaction within the at least seven (7) business days prescribed by Section 18 then, at its sole option, AireSafe may immediately terminate this Agreement.
- (h) The Parties may terminate this Agreement at any time by mutual agreement recorded in writing.
- (i) Of its own volition, at any time AireSafe, and also the Customer (but only if the Customer is not in default of this Agreement), may terminate this Agreement by giving not less than 30 days written notice to the other party.
- (j) If this Agreement is terminated for any reason and the Customer has not paid AireSafe the full price for all the Goods purchased then, in addition to all other rights and remedies it then has AireSafe has the right to sell all or any of those Goods in its possession or control and apply the sale proceeds against any monies payable, whether liquidated amounts are otherwise, by the Customer to it under this Agreement or any other contract.

16. Collateral Guarantee, Security and Charge.

- (a) In consideration for its agreeing to enter into this Agreement, at its discretion, AireSafe may require a Customer to provide to it a collateral guarantee guaranteeing the performance by the Customer of all of the Customer's obligations to AireSafe under this

Agreement. The guarantee will be on terms completely satisfactory to AireSafe and, at its discretion, may include clauses that are in like wording to or effect of Section 16 (b), (c) and (d). Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged.

- (b) Where the Customer owns any assets capable of being pledged as security, the Customer hereby mortgages and/or pledges all of its joint and/or several interests in such assets to AireSafe or AireSafe's nominee to secure all amounts of any nature payable under this Agreement by the Customer to AireSafe. The Customer hereby permits AireSafe (or AireSafe's nominee) to file any form of security interest notification permitted to AireSafe in any register of any other assets charged by this Section 16(b).
- (c) Should AireSafe elect to proceed in any manner in accordance with this Section 16, the Customer shall indemnify AireSafe from and against all AireSafe's costs and disbursements, including reasonable attorney's fees.
- (d) The Customer hereby irrevocably nominates, constitutes and appoints each director and secretary of AireSafe or its nominee from time to time, as the Customer's true and lawful attorney-in-fact to perform all necessary acts to give effect to this Section 16.

17. Cancellation.

- (a) Subject to the termination provisions of clause 16 of this Agreement, AireSafe may cancel any contract to which this Agreement applies or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice, AireSafe shall repay to the Customer any sums paid in respect of the Price but AireSafe shall not be liable for any other claim for any form of loss or damage whatsoever arising from such cancellation.
- (b) Subject to the termination provisions of clause 16 of this Agreement, in the event that the Customer cancels delivery of Goods, the Customer shall be liable for any loss incurred by AireSafe (including, but not limited to, any loss of profits) up to the time of cancellation.
- (c) Cancellation of orders for Goods made to the Customer's specifications or non-stocklist items will not be accepted once production has commenced.

18. Unpaid AireSafe's Rights.

- (a) In addition to all other rights and remedies granted to AireSafe under this Agreement, if the Customer has not collected goods from AireSafe once they have been made available by it for collection or the customer has left any item with AireSafe for repair, modification, exchange or for AireSafe to perform any other Service in relation to the item, and AireSafe has not received the whole of the Price for those Goods or items left for repair, or the payment has been dishonored, AireSafe shall have: (i) a lien on those goods and items; and (ii) the right to retain them for the Price while AireSafe is in possession of them; and (iii) a right to sell the Goods or items as the case may be.
- (b) The lien of AireSafe shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.

19. Force Majeure.

- (a) Neither Party shall be liable for any failure or delay in the performance of its obligations (except for the payment of money) to the extent it is due to a cause reasonably beyond the control of that Party including a Force Majeure Event and that Party has notified the other in writing as soon as practicable and provided sufficient detail regarding the nature, extent and likely duration of the cause.
- (b) If such failure or delay in performance continues for more than sixty (60) calendar days, the other Party shall have the right to terminate this Agreement immediately upon written notice. Each Party shall use its reasonable best efforts to notify the other Party of the occurrence of such an event within three (3) days of its occurrence.

20. General.

- (a) This Agreement applies to all transactions between the Customer and AireSafe relating to the provision of Goods. This includes all quotations, contracts and variations. This Agreement takes precedence over any other terms contained in any document of the Customer or elsewhere.
- (b) A Party waives a right under this Agreement only if it does so in writing. AireSafe does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of this Agreement does not operate as a waiver of another breach of the same term or any other term. The variation or waiver of a provision of this Agreement, or a Party's consent to a departure from a provision by another Party, shall be ineffective unless in writing, executed by the Parties.
- (c) If a provision in this Agreement is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or unenforceable must, to that extent, and in that jurisdiction, be treated as deleted from this Agreement. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- (d) This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto and other matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wisconsin. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the Circuit Court of Rock County, Wisconsin.
- (e) This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement but it may be amended by the mutual written agreement of the Parties.
- (f) This Agreement may consist of a number of copies (whether original, faxed or emailed) each signed by one or more Parties to this Agreement. If so, the signed copies (whether original, faxed or emailed) are treated as making up the one Agreement and the date on which the last counterpart is signed will be the date of this Agreement. The Parties agree that an original signature that is subsequently transmitted electronically or by facsimile has the same effect as an original signature.
- (g) AireSafe is entitled to assign or novate its rights and obligations under this Agreement at any time and at its sole discretion.
- (h) The Customer may assign or novate its rights and obligations under this Agreement but only after first giving AireSafe 21 business days written notice and seeking its consent to that assignment or novation. AireSafe will not unreasonably withhold its consent. As part of any conditions of its giving that consent, AireSafe may require the proposed assignee or party to whom the agreement is proposed to be novated to first covenant in writing to AireSafe that it will be bound by all of the assignee's or novating party's obligations under this Agreement.
- (i) The relationship of the Parties is that of independent contractors and neither Party is an agent of or partner with or joint venturer with the other for any purpose.
- (j) Any notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received upon five business days after their posting. Notices sent by facsimile or email are deemed to have been received on the sender receiving a notice stating that there has been a successful transmission.
- (k) For the avoidance of any doubt, all warranties in respect of the Goods and any Services to be provided by AireSafe that are contained in any statute or are available at law or equity are excluded to the maximum extent possible and allowable.