



Controlling Terms: The project description and these Terms and Conditions govern this quotation. Unless IEA has engaged in a Master Vendor Agreement or a similar blanket arrangement with Buyer, any additional or different terms in any proposal, quotation, draft agreement, sales acknowledgment or otherwise will be null and void and of no force or effect. Execution of a Purchase Order, acceptance of payment, or shipping of Product is expressly conditioned on Buyer's acceptance of these Terms and Conditions. Acceptance is further conditioned on assent to these terms by the Buyer, if considered the offeror. No modification of these terms shall be binding on either party without mutual written consent.

Price and Additional Costs: Price excludes sales taxes, duties, tariffs, or delivery. Such additional costs will be the responsibility of Buyer unless otherwise agreed in writing.

Title and Risk of Loss: Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

Delivery and Freight Terms: Delivery shall be made FOB IEA, Kenosha, WI, USA. Customer is responsible for all freight arrangements.

Payment Terms: Buyer shall pay all invoiced amounts due to Seller within thirty (30) days of the date of Seller's invoice and, if a down payment is required, for the amount of said down payment at the time of submitting a Purchase Order. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

Cancellation and Changes: Orders shall not be subject to cancellation unless cancellation charges (including recovery of lost profit) are borne by Buyer for all work done by Seller and for any obligations incurred by Seller in connection with the order. Acceptance of change orders is contingent upon price renegotiation. Scheduling changes requested by Buyer are subject to renegotiation of price and terms of payment.

Material and Parts Surcharge: Due to significant increases in purchased material and parts, including the cost for copper, brass, aluminum and steel, IEA reserves the right to pass through such price increases in the form of a surcharge. If IEA's cost increases more than 3% between the date of this quotation and the shipment date of the quoted product, IEA may add a surcharge on the invoice to the customer to cover the increase. Such surcharge will carry the same terms and conditions as the other elements of this quotation and the invoicing thereon.

Due to significant increases in the cost of inbound freight, IEA reserves the right to pass through such price increases in the form of a surcharge. If IEA's inbound freight cost increases more than 3% between the date of this quotation and the shipment date of the quoted product, IEA may add a surcharge on the invoice to the customer to cover the increase. Such surcharge will carry the same terms and conditions as the other elements of this quotation and the invoicing thereon.

Limitation of Liability: In no event shall Seller be liable for any loss of use, revenue or profit, loss of data or diminution in value, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages



were foreseeable and whether or not seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall Seller's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Seller for the Goods.

Buyer shall defend, indemnify, and hold harmless Seller from and against any and all liability, claims, suits, losses, costs, judgments, expenses, and other damages resulting from or arising out of (i) the acts or omissions of Buyer; (ii) any claim that the Product, its specifications, or documentation provided to Seller by Buyer infringes on any patent, copyright, trade secret, trademark, or other proprietary right; and (iii) any claims for injuries to or deaths of person or loss of or damage to property arising out of improper use of the Product, by Buyer or its customer.

Termination: In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Confidential Information: All confidential or proprietary information of Seller, including, but not limited to, specifications, samples, designs, plans, drawings, documents, data, business operations, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

Force Majeure: The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, closures mandated as a result of public health emergencies, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Limited Warranty: Terms of IEA, LLC Limited Warranty are available for review and download at <https://ieacooling.com/resources/>.

Inspection and Rejection of Non-conforming Goods: Buyer shall inspect the Goods within five (5) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Non-conforming Goods covered by this Limited Warranty, Goods will be repaired or replaced by IEA provided that the subject Product was installed and maintained according to IEA's Installation and Operation Manual.



IEA values its program of continuous improvement and therefore reserves the right to improve its products through changes in Product design or materials at its discretion without obligation to incorporate such changes in products it previously manufactured.

Assignment: IEA warranties extend only to Buyer and are not assignable to, or assumable by, any subsequent purchaser, in whole or in part. Any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

Governing Law: All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

Submission to Jurisdiction: Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the United States District Court for the Eastern District of Wisconsin or the courts of the State of Wisconsin in each case located in the City and County of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Severability: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.