



Robinson Fans, Inc.
Terms and Conditions of Sale

I. Contract Formation

A. Controlling Effect

These Terms and Conditions of Sale shall be a part of the proposal/quotation (hereinafter, the “Quotation”) attached hereto (or to which these terms and condition are attached) as if fully set forth therein. These terms and conditions of sale shall be controlling and no differing or additional provisions or conditions shall be binding upon Robinson Fans, Inc. (“Robinson”) unless accepted in a writing signed by Robinson expressly stating that these Robinson Terms and Condition of Sale do not apply.

B. Additional or Differing Terms

Absent such a signed writing as described in the last sentence of I.A. immediately above, signing or initialing by Robinson of any Purchase Order, Work Order, or other Purchaser documentation, or performance and/or delivery by Robinson, shall constitute assent and acceptance by Robinson solely of those terms and conditions of Purchaser which are consistent with and not contrary to these terms and conditions. These terms and conditions are and shall be deemed a notice of objection to all additional or different terms of Purchaser and a rejection thereof. Should these terms and conditions be deemed an acceptance (in terms of chronological sequence of document deliveries), it is expressly made conditional on Purchaser’s assent to all additional and different terms contained herein, irrespective of any correspondence, document or other writing issued by Purchaser stating that Robinson’s performance constitutes acceptance of Purchaser’s terms.

C. Written Approval Required

All agreements, understandings, terms and conditionals must be confirmed and approved in writing signed by an authorized representative or Robinson.

D. Purchaser’s Acceptance

This Quotation and these terms and conditions of sale shall be deemed accepted by Purchaser in their entirety upon or by acknowledgement of the price for the Scope of Work set forth therein: (i) by means of oral confirmation; (ii) by the course of conduct of Purchaser; or (iii) by the return or delivery by Purchaser, wither prior or subsequent hereto, of a signed purchase order or work order.

II. Scope of Work

A. Scope of Work

“Scope of Work” as used herein shall be defined and limited solely to the specific description of (i) the goods, equipment, parts and associated accessories and components to be designed, manufactured, assembled and/or delivered by Robinson, and/or (ii) the services to be performed by Robinson, all as expressly outlined in Robinson’s Quotation, or any modifications thereto agreed by Robinson and Purchaser in writing.





B. Supervisory Services

In the event any services to be performed by Robinson as part of its Scope of Work consist of supervising and/or inspecting the work of others, Robinson's responsibilities shall consist solely of, and shall not extend beyond, the following:

1. Robinson shall use its best efforts to ensure such work is performed within the agreed upon time parameters;
2. Robinson shall be present at the work site while such work is being performed;
3. Robinson shall take reasonable steps to correct or direct the correction of those incidences of poor workmanship which are or become readily apparent or obvious solely from visual observances which would naturally occur just by being present in the same location as such work;
4. Robinson shall conduct a visual inspection of all completed work and perform such operational tests upon the completed work as are expressly provided for in the Scope of Work, and take reasonable steps to correct or direct the correction of those defects in material or workmanship which are readily apparent or obvious from such visual inspection or tests;
5. Robinson shall not under any circumstances be responsible for supervising, inspecting or correcting every detail, method, material or other aspects of the work and shall not be a guarantor of the work of others or the methods or materials used in such work, but shall only be responsible for the limited undertakings as expressly described in sub-paragraphs (1.) through (5.) immediately above; and
6. Robinson shall not under any circumstances incur any monetary obligation or be financially responsible for the correction of the work of others.

III. Shipment Terms

A. Risk of Loss

All shipments are made f.o.b. Robinson's designated plant or facility (unless otherwise specified in the Quotation or in a separate writing signed by an authorized representative of Robinson) and risk of loss shall pass to Purchaser once the items to be shipped are duly delivered to the carrier.

B. Delivery and Installation Cost

All costs incidental to delivery, installation of equipment in Purchaser's (or end user's) plant, and inspection of all equipment and work shall be borne by Purchaser, except where otherwise stipulated in writing and accepted and approved by an authorized representative of Robinson.

IV. Sales Tax

Quoted prices do not include applicable local or state sales and/or use taxes, if any. The burden of payment and the collection of applicable state sales and/or use taxes, if any, is on the Purchaser. Robinson as the seller, has not taken the collection of these taxes in to account in calculating the price reflected in its Quotation or any invoice.

V. Delays

The performance of all work and delivery of all equipment and other goods hereunder is subject to delay or impossibilities resulting from strikes, accidents, governmental actions or regulations, delays or stoppages in transportation, inability to obtain necessary services, materials or products from usual sources, or any other causes beyond Robinson's control.

Any delays caused by or at the request of the Purchaser will be documented, invoices and charged to Purchaser as additional labor, overhead and material in accordance with Robinson's then current standard rates. Purchaser shall, in the event of any such delays, pay interest to Robinson on all amounts which would otherwise be due to Robinson for the entire period of such delay, with interest of such amounts to accrue at the highest non-usurious rate. Purchaser shall also pay a storage cost to Robinson for such period of delay in accordance with Robinson's then current standard rate.

VI. Credit Approval

All orders entered upon or books are subject to approval of credit by Robinson. Should Purchaser's credit request be rejected or reasonably revoked at any time prior to performance or delivery, payment of the quoted price for all work and equipment/goods shall be paid in full prior to performance of services and/or shipment of any goods or equipment.

VII. Cancellation Policy

These terms and conditions of sale and the Quotation to which they relate are not subject to cancellation except with written consent of Robinson and upon terms that will indemnify Robinson against all loss by said cancellation.

VIII. Warranty: Warranty Claims

A. Express Warranty

Robinson warrants all equipment and other goods it manufactures in accordance with the Scope of Work defined in the Quotation to which these terms and conditions relate to be free of defects in materials and workmanship for a period of either ONE (1) YEAR from the date of installation (or, if applicable, start-up) of said goods and equipment at the customer's/end user's plant or facility; or EIGHTEEN (18) MONTHS from the date Robinson ships said items of goods and equipment per the Shipment Terms set forth herein, whichever period expires first (or for such other period of warranty as expressly set forth in said Quotation or per separate written agreement signed by an authorized representative of Robinson)

B. Warranty Disclaimer

There are no warranties, express or implied, which extend beyond the description on the face hereof and the quotation to which these terms and conditions of sale relate. This proposal is made subject to the condition that no implied warranties shall apply, including warranty of merchantability, warranty of fitness for any particular purposes whatsoever, or any other implied warranty. Robinson shall not be bound by any representation or warranties not expressly set forth in this warranty provision of these terms and conditions of sale.

C. Voiding of Warranty – Operation Limits

The express warranty on the equipment does not guarantee against abrasion, erosion and wear, nor does the express warranty guarantee against failure due to operation under conditions which are in excess of design limits or operational standards and limitations reflected on the Quotation or, to the extent different, in the particular owner's/operational manual or in any approval drawings. Purchaser shall operate the equipment in strict compliance with all operational standards and limitations specified within the particular owners/operational manual provided to Purchaser with such equipment. Any warranty claims forwarded to or otherwise made against Robinson must be accompanied by appropriate documentation demonstrating that limitations. Under no circumstances shall Robinson be held responsible or liable for Purchaser's selection of, or failure to select, materials of construction which need to be incorporated into the manufacture and construction of any of the parts, equipment linings or other components forming a part of the Scope of Work in order for the finished goods or products to properly function in and endure any special, peculiar or extraordinary conditions, in or under which Purchaser will be using or operating such finished goods or products. Purchaser shall be solely responsible for making certain that any such special material and construction needs are made known to Robinson and adequately incorporated into Robinson's design and manufacture of the subject goods and products.

D. Voiding of Warranty – Alterations, Improper Use and Failure to Follow Robinson Recommendations

Any of the following will void the express warranty made by Robinson: (1) any alterations to the equipment or other goods sold by Robinson without its express written authorization, whether any such actions occur in the transportation, erection, use, maintenance or monitoring of the equipment or goods sold, (2) the failure of the Purchaser or its successors to observe operational and safety standards and limitations and design limits established by Robinson in the Quotation, the applicable owners/operational manual, or any approval drawings, whether any such actions occur in the transportation, erection, use, maintenance or monitoring of the equipment or goods sold, or (3) the failure of Purchaser to purchase the items recommended by Robinson for use with its product whether the recommendation was oral or in the Quotation. Purchaser represents and warrants that none of the goods or equipment sold by Robinson as part of its Scope of Work will be operated under conditions which exceed or violate any of the operational standards and limitations or design limits specified or established by Robinson (the existence of any of these prohibited operating conditions voids the express warranty made by Robinson).

E. Warranty Exclusions

All items of equipment, parts and other materials specified, required or ordered by the Purchaser which, although intended to be included in, attached to or operated in conjunction with the equipment to be manufactured by Robinson under this Quotation, are manufactured and/or incorporated into Robinson's work by someone other than Robinson, shall carry only the guarantee and warranty as supplied by that separate manufacturer and shall carry no guarantee or warranty, express or implied, of Robinson, nor shall Robinson be liable in any way whatsoever for any such third party goods, or any failure thereof. Purchaser agrees that its only recourse and recovery under these circumstances will be against a said outside manufacturer.

F. Remedy

1. Goods: Robinson agrees to replace any defective parts or equipment which are in breach of its express warranty, f.o.b. Robinson factory, free of charge subject, however, to the dollar limitations



set forth below, and provided Robinson has received written notice from Purchaser of such warranty claim within the warranty period specified hereinabove. In the event Robinson determines, in connection with its performance of any warranty work, that field service assistance is required at the particular operational location of the applicable goods or equipment reflected in the Quotation, Robinson agrees to provide such field service assistance at such location for the maximum time period of ten (10) days (weekends, holidays and travel days to be included in the calculation of this period); provided, however, Purchaser shall be solely responsible to pay the costs of all travel, meals, lodging and related out of pocket expenses incurred by Robinson in connection with its performance of said field service assistance. Should the required field service assistance continue for a period of excess of ten (10) days, all time and labor for the extra days will be billed to Purchaser in accordance with Robinson's then existing standard daily rate.

2. **Services:** Robinson's liability for any and all damages associated with the performance of the specific services, if any, included in its Scope of Work separate and distinct from the design and manufacture of goods or equipment to be delivered by Robinson under the Quotation, shall end and terminate upon the inspection, testing and/or acceptance by Purchaser of Robinson's services. Upon Purchaser signing an acceptance of the services, or upon Purchaser failing to sign such acceptance without submitting written objections to the services performed prior to Robinson's departure from the work site, Robinson shall have no liability whatsoever with respect to the performance of services included in its Scope of Work or in connection with damage or injuries to property or person, or death resulting there from, including any incidental and/or consequential damages, or occurring after such acceptance (or deemed acceptance). In the event Robinson is unable, through no fault of its own, to perform fan testing, as described in the Scope of Work, Purchaser, at its option, shall either pay Robinson labor, overhead and material charges, based upon Robinson's then current standard rates, for the additional time Robinson must remain on site to complete such testing, or accept the Scope of Work as it is then completed.

G. Exclusivity of Remedy

The remedies provided herein constitute the sole and exclusive remedies available to Purchaser upon occurrence of any breach of warranty or other default of Robinson.

H. Damage Limitation

Robinson's liability for breach of warranty or other default shall in no case exceed the initial price Purchaser paid for the defective services, goods or equipment furnished or performed by Robinson. Under no circumstances will Robinson be liable for any incidental or consequential damages of Purchaser or end user, including, but not being limited to, damages in the nature of loss of use or production and lost profits. Upon expiration of the warranty period (Paragraph 8A as to goods/equipment) or inspection and acceptance (Paragraph 8F(ii) as to services) specified hereinabove, Robinson shall have no further liability to Purchaser whatsoever for any damages, claims or losses of any type, amount or nature resulting from or arising out of the Scope of Work or any goods or services, as the case may be, forming a part thereof.

I. Waiver of Other Actions

Purchaser hereby waives any and all causes of action and rights to sue under theories of recovery in tort and strict/absolute liability. Purchaser's sole and exclusive recourse against Robinson for any damages arising out of Robinson's performance of the Scope of Work under these terms and conditions and the



Quotation to which they pertain shall be an action in contract as defined and limited by these terms and conditions, and in particular, the provisions under this Paragraph 8.

J. Warranty for Third Party Work

Robinson shall not under any circumstances be liable for any charges on account of work performed by third parties in connection with Robinson's services or on equipment or goods furnished by Robinson unless such work and charges are approved by Robinson in writing and in advance of the performance of any such work.

IX. Unforeseen Change Needs

To the extent dictated by developments over which Robinson has no control, Purchaser agrees in advance to reasonable changes in prices, work schedules, data and design with advance notice.

X. Inspection; Acceptance of Work

Purchaser shall have a period of twenty (20) days from date of delivery to examine and inspect all equipment and goods shipped to Purchaser by Robinson pursuant to these terms and conditions and the Quotation to which they relate. Should Purchaser determine that the equipment or other goods delivered fail to conform in any respect to the specifications and designs agreed upon in Robinson's Quotation, Purchaser shall notify Robinson of such fact in writing within ten (10) days from the end of the stated inspection period detailing each and every defect which Purchaser claims to exist and on which Purchaser intends to rely as a full and final expression of non-conformity. Purchaser shall, with respect to Robinson's performance of services, have those inspection rights set forth in Paragraph VIII.F.(2) hereinabove. Failure to so timely inspect or failure to timely notify Robinson of any claimed defects as required herein shall constitute acceptance of the services, equipment and good by Purchaser, precluding any subsequent effort by Purchaser to reject said items or work. These inspection rights granted Purchaser shall not affect in any way the time payment of the full price for the services, equipment and goods is due to Robinson under these terms and conditions and the Quotation to which they relate.

XI. Working Conditions

In the event any services are required at Purchaser's property or other location specified in the Quotation, the Purchaser will remove all debris and obstructions at its own risk and cost to provide Robinson with a clean and safe working environment.

Robinson requires safe, reasonable access to its immediate work area 24 hours per day for the duration of its work, and it shall be Purchaser's responsibility to provide such a safe work place and environment.

The Purchaser shall provide Robinson with all material safety data sheets for any materials with which Robinson personnel may come into contact in performing its Scope of Work. The Purchaser shall also provide any specially required personal protective equipment to insure the safety of Robinson personnel while on the Purchaser's (or end user's, as the case may be) premises.

XII. Startup Balancing

If the Scope of Work set forth in the Quotation includes monitoring the vibration levels of the fan upon start-up and balancing the fan, and if for some reason the Purchaser cannot run the fan motor upon

completion of the Scope of Work, requiring additional periods of service than those originally agreed, this additional time will be documented, invoiced and charged to Purchaser as additional labor, overhead and material at Robinson's then current standard rates.

XIII. Base Bid Price

A. Exclusions

The base price, as quoted in the Robinson's Quotation defining the Scope of Work, does not include any equipment, parts, services, materials or any related items unless specifically described and set forth in detail on said Robinson Quotation. If it is necessary to incorporate into the Scope of Work items or services not covered in the base bid price, these additional items and/or services will be documented, invoiced and charged to Purchaser as additional labor, overhead and material at Robinson's then current standard rate.

B. Accessory Parts

It is the responsibility of the Purchaser to have on hand all parts, components and other Purchaser furnished equipment and all Purchaser furnished outside subcontracted labor prior to Robinson starting its work. Purchaser shall be subject to all delay charges per Paragraph V. hereinabove should any of said items or services not be timely delivered.

C. Work Period

Prices quoted in the base bid price for service are for one (1) eight-hour shift per day, working Monday through Friday. Base bid price does not include any weekend, holiday or premium time.

XIV. Electrical Systems

All wiring, instrumentation and/or control system work necessary to make any of the services performed and/or the goods or equipment delivered by Robinson as part of its Scope of Work fully operational shall be the sole responsibility of Purchaser or others.

XV. Miscellaneous Provisions

A. Governing Law, Venue and Jurisdiction

These Terms and Conditions, and the Quotation, of which they form a part, shall be construed under, governed by and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue for any action to enforce or interpret these Terms and Conditions and/or the associated Quotation shall be in the Butler County, Pennsylvania.

B. Definitions

"Purchaser" shall be defined as the company to whom Robinson has submitted its Quotation of which these terms and conditionals form a part, as set forth on the face of such Quotation. Errors in the printing or spelling, or incomplete designation of, the entity name shall not affect the liability of the intended Purchaser hereunder. "End User", or similar terms, shall be defined as the company who actually uses at its business premises or in connection with its business operation the goods and equipment sold by Robinson per the Quotation and its Scope of Work as defined herein. "Customer", if not the end-user,

shall be defined as the company, if any, to whom Purchaser actually sells the goods and equipment, sold by Robinson to Purchaser per this Quotation and the Scope of Work as defined here in

“We”, “us” or “our” shall, unless the context otherwise indicates, mean Robinson. “Robinson” shall mean Robinson Fans, Inc.

Robinson Fans, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Purchaser Company Name:

By: _____

Name: _____

Title: _____

Date: _____