

## Pamlico Air Standard Terms and Conditions

### **Entire Agreement – No Oral Changes**

The Terms and Conditions stated herein represent the entire agreement between the parties hereto with respect to the sale of material hereunder and said agreement may not be modified or terminated orally, and any change must be in writing by an officer of Pamlico Air.

### **Warranty and Limitations of Remedy**

Pamlico Air MAKES NO WARRANTY OF ANY KIND EXPRESSED OR IMPLIED, WHICH EXTENDS BEYOND THE DESCRIPTION OF THE MATERIAL ON THE FACE HEREOF. At any time that Buyer receives notice that any third party may have any claim with respect to the material herein, Buyer agrees to forthwith give notice to Pamlico Air to enable Pamlico Air, if it desires to investigate the basis for such claim. Failure to give reasonable notice to Pamlico Air shall defeat any claim-over by Buyer. Buyer's exclusive remedy and Pamlico Air's sole liability hereunder shall be limited to refund of the purchase price of, or at Pamlico Air's option the replacement of all material shown to be otherwise than as warranted, and Pamlico Air shall in no case be liable otherwise or for incidental or consequential damages, including, but not limited to the costs of handling and installation of rejected material. Said refund or replacement(s) is conditioned on Buyer giving Pamlico Air notice within thirty (30) days after arrival of the material at destination. Failure by Buyer to give said notice within said thirty (30) days shall constitute a waiver by the Buyer of all claims hereunder with respect to said materials. Pamlico Air SHALL NOT BE LIABLE FOR ANY WARRANTY OR REPRESENTATION THAT DOES NOT APPEAR HEREIN AND BUYER IS HEREBY PLACED ON ACTUAL NOTICE THAT NO PERSON OR FIRM HAS EITHER ACTUAL OR APPARENT AUTHORITY TO ALTER THE TERMS AND CONDITIONS HEREIN; ANY MODIFICATION OF THE TERMS AND CONDITIONS HEREIN CAN BE EFFECTED ONLY IN WRITING ON COMPANY LETTERHEAD SIGNED BY AN OFFICER OF Pamlico Air. Pamlico Air makes no assurance regarding freedom from infringement of the patents of other parties. A license to operate under Pamlico Air patents, with respect to the material sold hereunder shall be implied unless specifically contraindicated by Pamlico Air.

### **End Use**

Determination of the suitability of the material described on the face hereof for the particular use contemplated by Buyer or Buyer's customers for such material is the sole responsibility of Buyer or Buyer's customers.

### **Specific Product Information**

Product Improvements – Pamlico Air reserves the right to change materials/processes as deemed appropriate to facilitate product improvements. Therefore, product configuration may be slightly different than that depicted in product literature. Any changes made will be within the confines of industry specifications for each respective product.

### **Severability**

If any work, clause, sentence, paragraph or other part of this agreement is finally adjudged by a court of competent jurisdiction to be invalid, it shall be considered deleted from this agreement and the remainder of this agreement shall be read as if not containing said word, clause, sentence, paragraph or other part so held to be invalid.

### **Non-Waiver**

Either party's failure to insist upon strict performance of any provisions of this agreement shall not be deemed to be a waiver of that party's rights or remedies, or a waiver by that party of any subsequent default by the other in the performance of or compliance with the terms of this agreement.

### **Commencement of Suit – Time Limit**

Any action brought hereunder must be commenced within one (1) year after the cause of action has occurred.

### **Operable Law**

This contract shall be governed by and construed according to the laws of the State of North Carolina.

### **Remittances**

Remittances should be made to:

#### Payment by Check

Pamlico Air  
4841 Lamm Rd.  
Wilson, NC 27893

For all other electronic remittance options please contact [AR@pamlico-air.com](mailto:AR@pamlico-air.com)

### **Terms of Sale**

All sales are Net 30-Days subject to credit approval. Invoices carry a date corresponding to the date of shipment. A finance charge of 1.5% per month (18% per annum) will be charged on the unpaid balance of past-due accounts. Buyer agrees to pay all costs of collection including reasonable attorneys' fees. All claims and returned goods must have prior written authorization.

Changes or cancellations to orders will only be processed within 24 hours from order entry date. If a cancellation is required more than 24 hours after the order entry date, a written request must be filed with the sales department for consideration ([sales@pamlico-air.com](mailto:sales@pamlico-air.com)).

Pricing - Prices are subject to change without prior notice. Price changes are effective on date specified by sales department and all orders placed after specified date will be billed at the revised price. All prices will be based on the current pricing portal unless otherwise stated by sales. All special quotes will need to be

approved by management and will expire on a set date. If an order is received after the quote is expired, pricing will follow current portal pricing.

Minimum Order Charge - Purchase orders must amount to a minimum of \$500.00 net (this is the total amount for your entire order, any combination of Pamlico Air products). Total orders for less than this amount will be raised to the \$500.00 minimum, excluding tax & shipping fees.

Taxes - All sales, excise and similar taxes which Pamlico Air may be required to pay or collect with respect to the goods covered by this order shall be for the account of the Buyer, except as otherwise provided by law.

#### **Shipment**

Buyer is responsible for accessorial fees when insufficient destination information is provided at time of purchase.

All products are packaged in standard quantities per carton. Broken case quantities on ASHRAE products are not allowed.

Pamlico Air uses a 40"x48" pine pallet for LTL shipments. Special handling of cartons is subject to specific charges. (Contact Corporate Office for further information)

General Freight Information – At time of receipt from carrier, all goods should be carefully counted, checked for damage and carrier's delivery receipt noted. In the event concealed damage is discovered after receipt of the goods, the carrier should be notified immediately, and an inspection of the goods requested so that the proper liability may be established, and appropriate claims filed.

Collect/3<sup>rd</sup> Party – Customer is responsible for filing damage claims on order. If a shortage is found, please contact Pamlico Air's customer service department prior to filing a claim with the carrier ([customerservice@pamlico-air.com](mailto:customerservice@pamlico-air.com)).

Prepaid and Add Orders – Shipping cost will be added at the best-discounted price plus a 20% handling surcharge. For replacement of damaged goods for stock orders, please reorder on next stock order if possible. For all other replacement deliveries, a special process will be implemented on a case by case basis.

Order Consolidation – Consolidated orders will only be accepted within a 24-hour timeframe of original receipt of PO and if the order has not been entered for production. Every effort will be made by Pamlico Air's staff to consolidate shipment with the understanding that it may delay original order.

Delays in Shipment – Pamlico Air shall not be responsible for delays in shipment or any failure to deliver due to causes beyond

Pamlico Air's control, including but not limited to acts of God, war, mobilization, civil commotion, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

#### **Return of Material Policy**

Only standard products are considered for return. Custom products, equipment and housings are not eligible for return.

To be eligible for credit on returned goods, the customer must comply with the following requirements:

1. Written authorization to return any materials must be obtained through Pamlico Air's Customer Service Department. Unauthorized returns will be automatically refused.
2. Returned goods must be received in original cartons that are clearly marked with a valid RMA number or they will be refused.
3. Standard size items are eligible to return for a period of up to 30-days from date of purchase.
4. All materials to be returned must be listed in current price list, in resalable condition, standard product and standard sizes. Custom, obsolete and discontinued merchandise may not be returned.
5. Returned goods must be shipped in accordance with specific instructions issued at the time of return authorization.
6. Returned goods are subject to a 50% charge to cover the cost of inspection, retesting, repackaging, handling and restocking fees. Reconditioning cost, if any, will be extra.
7. The right is reserved to issue credit on qualifying return goods at the purchase price or current price; whichever is lower.