



MANUFACTURERS REPRESENTATIVES & DISTRIBUTORS
HVAC PRODUCTS & SERVICES

AIR MARKETING GROUP'S TERMS AND CONDITIONS:

Standard payment terms are first order payable in advance, subsequent orders are 'DUE NET 30' of the invoice date. Applicant agrees to pay reasonable Attorney and Collection fees and expenses if such are required to collect past due amounts. If the amount of any invoice is past due thirty days, AMG reserves the right to add to any such past due amount a charge of 1 1/2% (18% per annum), or the legal allowable rate, from the due date of the invoice. Applicant agrees to be bound by all terms and conditions contained in the Application.

Unless otherwise specifically agreed to in writing AMG does not guarantee a particular date for shipment or delivery of the goods. Any dates quoted are estimates of approximate dates. AMG shall be excused from and under no circumstance shall be liable for any loss or damage arising from delays in performance due to fire, strikes, labor matters, governmental regulations, acts of the elements, transportation, failure to receive materials, or causes of a like or different nature reasonable beyond its control in the conduct of its business. AMG is to be paid in full for all goods delivered without deductions for retainage or discounts.

AMG MAKES NO WARRANTIES (INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS) EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT UNLESS ENDORSED HEREIN IN WRITING. DEALER SHALL BE LIMITED TO THE WARRANTIES OF THE RESPECTIVE MANUFACTURERS OF THE PRODUCT SOLD.

If credit is granted to the Buyer terms of sale are Net 30 days. Any invoice not paid within terms shall accrue a service charge of 1 1/2% per month with such interest on past due sums to accrue from the date the invoice becomes 30 days old until paid.

The terms and conditions of a Buyer's purchase order which might be additional or conflict with the terms and conditions set forth in Air Marketing Group's written quotations, invoices and herein are wholly void for all purposes and shall not apply to the sale or shipment of the equipment or materials included on such order, unless such modification is authorized and accepted in writing by Air Marketing Group.

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