

# SY-KLONE INTERNATIONAL TERMS AND CONDITIONS

*Effective May 8, 2023*

1. **AGREEMENT OF SALE:** These "Terms and Conditions" apply to the exclusion of any other terms that the Purchaser ("Purchaser") seeks to impose or incorporate, or which are implied by trade, custom, practice or a course of dealing. Any terms and conditions of an order which are offered by, or attempted to be applied, extended, inserted or imposed by Purchaser which are inconsistent with these Terms and Conditions are rejected and will not be binding on Sy-Klone International ("Sy-Klone") nor considered applicable to the sale or shipment of Sy-Klone Products ("Products"). In the event of any conflict between these Terms and Conditions and any other Sy-Klone standard form agreement between Purchaser and Sy-Klone dated 2020 or after, the language of such other agreement will control; otherwise, these Terms and Conditions will control.
  - Submission of a purchase order or webstore order constitutes an offer to purchase Products in accordance with these Terms and Conditions. Sy-Klone's preferred methods of receiving orders are via electronic data interchange (EDI), online portal or webstore. For support setting up or registering for one of these preferred methods, contact [sales@sy-klone.com](mailto:sales@sy-klone.com).
  - No order shall be binding upon Sy-Klone until and unless accepted and shipment of the Products set forth in the order is authorized by Sy-Klone.
  - Sy-Klone may refuse to accept any order for any cause deemed sufficient by it and Sy-Klone shall not be liable for claims of any nature because of failure or refusal to accept an order.
  - In the event that a Purchaser exports Products outside the United States or to another destination than that to which Products are shipped from Sy-Klone, the Purchaser agrees that it will not, directly or indirectly in any manner, sell, transfer, deliver or provide any Products to any country, destination, organization or individual who is subject to trade sanctions, embargoes or other restrictions under U.S. law and expressly assumes any and all liability, including but not limited to, importation, exportation and all other local laws and regulations associated with any resale or use of the Products by the Purchaser and Sy-Klone disclaims all responsibility for warranty for Products sold in violation of these restrictions.
  - In no event will Purchaser alter, obscure, add to or remove any Product labeling or any packaging or printed materials supplied with the Products by Sy-Klone, including but not limited to, part numbers, lot numbers, specifications, or patent information. Repackaging without prior approval from Sy-Klone is prohibited. No Purchaser marks or names may be used to describe or supersede Sy-Klone Products or their registered or unregistered trademarks (the "Marks").
  - Sy-Klone Products will at all times be designated by their correct Sy-Klone names and identified as the Products of Sy-Klone using the Marks. Purchaser hereby admits and recognizes Sy-Klone's exclusive ownership of such Marks and the renown of Sy-Klone's Marks throughout the world. Purchaser agrees not to take any action inconsistent with Sy-Klone's exclusive ownership of such Marks. Purchaser shall not acquire any ownership, license or rights in respect of the Marks, any patents, trademarks, trade names, designs or other intellectual property rights comprised in any Products or in any products or services developed as a consequence of the performance its actions which are governed by these Terms and Conditions. Purchaser will not use or provide any materials which are not produced or approved in writing by Sy-Klone for use in connection with the sale and/or servicing of the Products. Express written permission from Sy-Klone is required if Purchaser wishes to use Sy-Klone Marks, images, or other brand assets. Any requests for Mark usage should be emailed to [marketing@sy-klone.com](mailto:marketing@sy-klone.com) for review.
  
2. **PRICES AND PAYMENT:** Unless otherwise expressly agreed, Product prices shall be those in effect on the date of shipment and payment in U.S. Dollars is due in advance of shipment. Prices of Products are subject to change at any time in Sy-Klone's sole discretion.
  - Partial shipments may be employed against a single purchase order for various reasons (order change, short shipment, stockout, etc.), and partial shipments may be invoiced or charged (in the case of a webstore purchase) separately, resulting in more than one invoice or charge against a single order.
  - For Product sold on credit, payment terms are determined by Sy-Klone in its sole and absolute discretion and subject to change at any time. All payments on credit are past due five (5) days after the due date. All past-due balances shall be subject to a finance charge equal to 1.5% per month, which may be applied once past due.
  - Sy-Klone's preferred methods of payment are credit/debit cards for webstore purchases and automatic clearing house (ACH) or wire for orders submitted via EDI, online portal or purchase order. Any fees associated with purchase order forms of payment by the Purchaser's bank are to be borne by the Purchaser. Detailed payment instructions are available by contacting [Accounts.Receivable@sy-klone.com](mailto:Accounts.Receivable@sy-klone.com).
  - Payments made by paper checks must be received when due (or within grace period noted above) to avoid finance charges. All paper checks must be delivered to Sy-Klone at PO Box 16514, Atlanta, GA 30321-0514, USA. Paper checks delivered to an address other than the listed PO Box will be subject to a payment processing fee of \$25.00 (USD). Additionally, any paper checks written from a non-U.S. bank will be subject to a payment processing fee of \$35.00 (USD).

- Purchaser may not set off or recoup any amounts due (or that may become due) from Sy-Klone to Purchaser from its payments or amounts due to Sy-Klone however and whenever arising.
- Payments provided to Sy-Klone without specific payment instructions or with duplicate or erroneous payment instructions will be applied in the following manner: first to any outstanding fees and non-product charges (oldest first), then to outstanding finance charges (oldest first), then to outstanding Product invoices (oldest first). Payments applied will not thereafter be reversed. Overpayments, in the case of no outstanding fees, charges or invoices, will be held as a credit for up to six (6) months until fees, charges or invoices are incurred, and if not incurred in that timeframe, will be returned to the Purchaser.

3. **TAXES:** Sy-Klone's prices do not include any sales, use, excise, transaction, VAT, turnover or similar taxes, which are exclusively the responsibility of the Purchaser. The amount of any applicable, present or future such tax shall be paid by the Purchaser as an additional charge, unless Sy-Klone has been provided with a tax exemption certificate acceptable to the taxing authorities.

For U.S. Domestic Purchasers that are not subject to state, city and/or local sales tax, Purchaser agrees: (i) to provide to Sy-Klone a copy of Purchaser's active sales tax exemption certificate and any renewals thereof, whether it be a resale certificate, blanket exemption, or direct payment exemption under applicable laws, (ii) to notify Sy-Klone promptly of any change which affects Purchaser's exemption status, and (iii) to provide such other information or certifications as Sy-Klone may reasonably request in order to comply with applicable tax or other regulations of each of the jurisdictions to which Purchaser ships and/or sells Products. Purchaser should expect that sales tax will be charged and collected on purchases of Products in the absence of an active sales tax exemption certificate on file in jurisdictions in which Sy-Klone files sales tax returns and refunds of such charges will not be issued if an exemption certificate is provided retrospectively. Purchaser agrees and acknowledges that Purchaser shall be solely liable for payment of sales tax and any related penalties which may become due or be imposed on Purchaser or Sy-Klone in connection with the purchase of Products from Sy-Klone under these Terms and Conditions, Purchaser's failure to provide a valid sales tax exemption certificate, or Purchaser's failure to comply with the provisions of any applicable state, city and/or metropolitan transit authority sales and tax laws or rules regarding exempt purchases. Purchaser agrees to indemnify Sy-Klone for any penalties, liabilities, damages, losses, claims, demands and causes of action (including, without limitation, reasonable attorney's fees, expenses and court costs) which arise(s) out of or relate(s) to: (a) Sy-Klone's reliance on any sales tax exemption certificate provided by Purchaser, or (b) any disputes, claims or causes of action by any taxing authorities involving sales tax on Products purchased by Purchaser from Sy-Klone. Purchaser shall promptly remit payment to Sy-Klone for all such indemnified costs, fees, expenses, penalties or damages incurred by Sy-Klone within five (5) business days of Purchaser's receipt of written notice of same from Sy-Klone.

4. **WARRANTY:** Sy-Klone's Products are covered by Sy-Klone's Limited Warranty which is available at <https://www.sy-klone.com/sy-klone-limited-warranty.html>. TO THE FULLEST EXTENT PERMITTED BY LAW, SY-KLONE SPECIFICALLY EXCLUDES ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (WHETHER BY STATUTE OR OTHERWISE), INCLUDING WITHOUT LIMITATION, CONDITIONS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, VALUE, CONDITION, QUALITY, CAPACITY, FITNESS OR SUITABILITY FOR ANY PURPOSE OR USE BY PURCHASER OR ITS CUSTOMERS. IN NO EVENT SHALL SY-KLONE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND. SY-KLONE'S MAXIMUM LIABILITY ARISING OUT OF A PRODUCT SHALL NOT EXCEED THE AMOUNT PAID FOR SUCH PRODUCT.

Purchaser shall not extend or offer any warranties to its customers on Sy-Klone Products, other than Sy-Klone's Limited Warranty, without express written permission.

5. **FULFILLMENT:** Sy-Klone welcomes and encourages advanced planning of fulfillment and shipping, including providing a forecast and firm orders in advance of standard fulfillment time to support assurance of supply and demand planning. Sy-Klone can accommodate blanket purchase orders up to one year in advance, provided that a given purchase order applies to only a single calendar year. Unless otherwise agreed in writing, Sy-Klone's standard fulfillment time is 30 business days. Sy-Klone may deliver Products in advance of the delivery schedule at its discretion, subject to Purchaser agreement.

In times of heavy demand, fulfillment times may be extended. A limited set of Products may be available on an expedited basis and the Products available, including those available for purchase via webstore, are subject to change at Sy-Klone's sole discretion. Expedited shipments, if available, may be subject to additional fees, as outlined below in the Expedited Fees Table.

<b>Expedite Fees Table</b>		
<i>Order Type</i>	<i>Expedited Shipment Timeframe</i>	<i>Expedite Fee</i>
<b>Filters</b>		
Up to Ten (10) Filters	Within 1-2 business day(s)	No fee
Bulk-Pack Filters	Within 5 business days	1 bulk pack: No Fee 2 or more: \$25/bulk pack
Pallet Filters	Within 10 business days	\$100/pallet
<b>Series 9000 Precleaners</b>		
Up to Ten (10) Precleaners	Within 1-2 business day(s)	No fee
Bulk-Pack Precleaners	Within 5 business days	1 bulk pack: No Fee 2 or more: \$50/bulk pack
<b>Monitors (RESPA Advisor or RESPA Advisor+)</b>		
Single Monitor	Within 5 business days	\$25
Bulk-Pack Monitors	Within 5 business days	\$50/bulk pack
<b>Current Generation Systems</b>		
Single System (Powered)	Within 1-2 business day(s)	No fee
Minimum of Ten (10) Powered Systems	Within 6-14 business days	\$25/system
Between Five (5) and Nine (9) Powered Systems		\$35/system
Minimum of Ten (10) Non-powered Systems		\$10/system
Between Five (5) and Nine (9) Non-powered Systems		\$20/system
<b>Custom/Specialty Products</b> – Non-standard kits and parts that require metal fabrication, etc. which have non-standard lead times		Not available on an expedited basis
<b>Service/Replacement Parts</b>		
Limited quantities of select service/replacement parts	Within 1-2 business day(s)	No fee

Fulfillment of accepted orders is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation or delivery of materials, floods, severe weather or other acts of God, pandemic, war, embargoes, governmental actions, or any other cause beyond the reasonable control of Sy-Klone, whether similar to, or different from, the causes above enumerated; and Sy-Klone shall not be liable to Purchaser for any damages arising from Sy-Klone's delay in delivery or failure to deliver as a result of any such cause. In the event of a scarcity in any of its Products for whatever cause, Sy-Klone may allocate its available supply as it sees fit, regardless of the time of receipt or acceptance of orders, or the quantity of orders on hand.

6. **CLAIMS:** Any claims against Sy-Klone, for shortages by it in making shipments, shall be made in writing to Sy-Klone within fifteen (15) days after receipt of shipment.
  - Sy-Klone's responsibility for transportation delays or damages to Products in-transit ceases upon delivery to Purchaser's designated transportation agent (i.e., upon shipment from Sy-Klone facility), and any claims for delays or damages occurring thereafter shall be made by Purchaser to the carrier. Notwithstanding the foregoing, if an order is shipped under Sy-Klone's designated transportation agent, as is the case with many expedited orders and webstore orders, any claims for transportation delays or damages shall be made by Purchaser to Sy-Klone within thirty (30) days after receipt of shipment.
  - If Purchaser believes that it has any other claim against Sy-Klone with respect to transactions arising out an order, these Terms and Conditions, or any other agreement between Purchaser and Sy-Klone, Purchaser shall present such claim to Sy-Klone in writing with full details as to the basis and amount thereof, within thirty (30) days after receipt of shipment. If Purchaser fails to present a timely claim, Purchaser agrees that the claim will be barred and shall not be brought against Sy-Klone.
  
7. **PRODUCT CHANGES:** Sy-Klone may, at any time, without notice, make changes (whether in design, materials, the addition of improvements, or otherwise) in any Product, and may discontinue the manufacture of any Product, all in its sole discretion, without incurring any obligations of any kind as a result thereof, whether for failure to fill an order accepted by Sy-Klone, or otherwise.
  
8. **SHIPMENTS AND STORAGE:** All Sy-Klone Products are shipped Free Carrier (FCA) Sy-Klone's plant in Jacksonville, Florida (INCOTERMS 2020).

- The method of shipment (air, sea (pallet, container), truck/parcel) is to be identified upon order submission. If the method of shipment is modified after the order is confirmed, and the new shipping method requires a different pallet size or type, or different quantity of product per pallet, the order is subject to a rework charge of \$100 per pallet.
- Container-load shipments are encouraged for international customers and container/truckload shipments for larger domestic customers. Not only does this allow for more economical shipping costs for the customer, it may also facilitate taking advantage of pallet discount pricing. Container/truckload orders must be placed for palletized Product to the fullest extent, as follows:
  - 20' container: holds up to ten (10) pallets of Product (quantities customized to sea container pallet).
  - 40' container: holds up to 20 pallets of Product (quantities customized to sea container pallet).
  - 53' domestic container/truckload: holds up to 26 pallets of Product.
  - Sy-Klone will work with customers on order submission to cube out any available space remaining beyond the above pallet parameters with additional, individually boxed Product.
  - *Note: less than ten (10) pallets (or less than sixteen (16) linear feet) is considered less-than-container or less-than-truckload.*
- Confirmed and scheduled shipments not accepted and picked up by Purchaser or Purchaser's designated transportation agent within one (1) business day of grace following the scheduled ship date are subject to storage charges of \$100 per pallet slot per day. Storage charges will begin on the second business day following the scheduled ship date.
- A pallet slot is considered one or more boxes occupying up to 48" x 40" x 55" of space, and/or any palletized shipment of up to the same dimensions. If a shipment exceeds any one of the dimensions, it represents additional pallet slot(s).
- Shipments of Products under an order accepted by Sy-Klone shall be subject to the approval by Sy-Klone of Purchaser's financial condition at the time of shipment. Whether or not credit terms are specified elsewhere, Sy-Klone may, at its option, condition shipments under any order accepted by Sy-Klone upon receipt of satisfactory security or of cash before shipment.
- For the purposes of storage charges, non-payment by shipment date, if pre-payment is required, is considered non-acceptance of the shipment by Purchaser.

9. **CANCELLATION:** An order cancellation fee may apply when a Purchaser cancels all or part of an order after it has been confirmed and accepted by Sy-Klone, but has not yet been shipped. The ability for a Purchaser to cancel and associated cancellation fees shall be as follows:

<b>CANCELLATIONS</b>	
<b><i>Timeframe</i></b>	<b><i>Cancellation Fee</i></b>
Cancellation of all or part of the order 30 business days or more prior to the ship date	No charge
<b>CANCELLATIONS, CONTINUED</b>	
<b><i>Timeframe</i></b>	<b><i>Cancellation Fee</i></b>
Cancellations of all or part of the order within 20-29 business days of ship date	25% of total value cancelled
Cancellation of all or part of the order within six to nineteen (6-19) business days of ship date	50% of total value cancelled
Cancellation will not be accepted within five (5) business days of ship date	No cancellation

No cancellations or changes to any orders shall be effective without Sy-Klone's written consent and payment of any applicable cancellation fees.

10. **RETURNS:** Sales are final upon shipment of the Products. Except for approved warranty claims, Products cannot be returned for exchange, credit, or refunds.
11. **DISPUTE RESOLUTION:** ALL DISPUTES AND CLAIMS BETWEEN PURCHASER AND SY-KLONE THAT ARISE OUT OF, OR IN CONNECTION WITH, OR RELATE TO, THESE TERMS AND CONDITIONS OR AN ORDER SHALL BE RESOLVED, AT THE FILING PARTY'S ELECTION, IN EITHER A SMALL CLAIMS COURT OR BY FINAL AND BINDING ARBITRATION

ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, WHICH ARBITRATION SHALL TAKE PLACE IN DUVAL COUNTY, FLORIDA.

- 12. MISCELLANEOUS:** These Terms and Conditions shall be controlled, construed, and enforced in accordance with the laws of the State of Florida applicable to agreements made and to be performed in the State excluding any conflict of law rules or principles that might refer the governance or the construction of these Terms and Conditions to the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods of 1974 and Protocol of 1988 (amending the Limitation Period Convention) shall not be applicable to any transaction pursuant to these Terms and Conditions. These Terms and Conditions may be modified at any time by Sy-Klone, effective when posted or on a date denoted at [https://www.sy-klone.com/downloads/Sy-Klone\\_TermsAndConditions\\_of\\_Sale.pdf](https://www.sy-klone.com/downloads/Sy-Klone_TermsAndConditions_of_Sale.pdf). Submission of an order following the effective date of a change in the Terms and Conditions shall constitute acceptance by the Purchaser of the modified Terms and Conditions. The Terms and Conditions in effect at the time an order is accepted by Sy-Klone shall control.

*(Rev. 2023\_02\_09)*