

**TERMS AND CONDITIONS OF SALE**  
**EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY**

**WARRANTY.** Subject to the conditions and limitations set forth herein, Air Engineering and Supply Co., Inc. (hereinafter “Seller”) warrants to the Buyer that the products sold by Seller are warranted to be free from defects in workmanship and materials for one (1) year from the date of purchase. Provided that the Buyer provides written notice to Seller at the address listed below of the claimed defect within the one year warranty period, and the Buyer returns the products sold at Buyer’s exclusive cost to the address listed below no later than three (3) weeks after the written notice of claimed defect is sent to Seller, Seller will, at its sole choice, repair the product, replace the product, or refund the purchase price. If Seller chooses either to repair or replace the product, then any shipping costs of the repaired or replaced product will be at Buyer’s exclusive expense.

**WHAT IS NOT COVERED BY THE WARRANTY**

This warranty shall NOT apply, and Seller shall have no responsibility, if any of the following conditions exist:

1. The product has been subject to misapplication, abuse, misuse, improper maintenance, fire, and other accident;
2. The product has been altered or repaired by other than Seller; or
3. Normal wear and tear.

**LIMITATIONS OF LIABILITY**

**Seller and Buyer agree that, in no event, shall Seller’s liability to Buyer arising out of and in any way related to the claimed defects in workmanship and materials regarding the products sold exceed the purchase price of such products.**

Buyer further acknowledges and agrees Seller shall not be responsible for either incidental or consequential damages, whether as a result of a breach of contract, warranty, tort, including negligence, strict liability or otherwise.

SELLER MAKES NO FURTHER WARRANTIES, AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES RENDERED BY SELLER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages; if the law of such a state applies, then the above limitation on implied warranty or exclusion of incidental or consequential damages may not apply to you.

All goods and services furnished and sold by the Seller to Buyer are subject to these “Terms and Conditions of Sale”. This remains the case whether the goods and services are provided following an order placed electronically, verbally, or on paper, whether the order is placed directly through Seller or its representative, and whether the order is placed following Buyer’s review of Seller’s website, or following the exchange of other documents. Acceptance of Buyer’s order is expressly conditioned upon Buyer’s acceptance of these Terms and Conditions of Sale, and any provision of Buyer’s order in conflict with these Terms and Conditions of Sale is expressly rejected. Buyer acknowledges that no representation or warranty other than those contained in this document has been made or relied upon. No additions or modifications shall be valid unless confirmed in writing by Seller.

In the event that this sale involves the use of the Buyer’s submitted design to assemble a product, the following terms shall also apply.

### **INDEMNIFICATION**

In the event that the Buyer’s submitted design is used in the assembly of a product sold by Seller to Buyer, Buyer hereby agrees and confirms that, to the fullest extent permitted under the law, it will defend (with counsel of Seller’s choosing), indemnify, and hold harmless, Seller from any and all claims arising out of, and in any way related to, the design of the assembled product.

**If you have any questions about these Terms and Conditions of Sale please contact us directly at:**

**Air Engineering and Supply Co., Inc.  
7521 Commerce Lane NE,  
Fridley, MN 55432  
PH: 612-332-4181; [www.airengr.com](http://www.airengr.com)**