



TERMS AND CONDITIONS OF SALE

(revised February 26, 2026)

1. General. "Seller" means Edmac Compressor Parts, having its headquarters at 11313 Steele Creek Road, Charlotte, North Carolina 28273. "Buyer" means the entity to which Seller's offer is made, or the entity purchasing Products from Seller. Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties". "Product" means any part, desiccant, oil, lubricant, filter, in-line filter element, air/oil separator, accessory, air filter element, and/or any other product offered or sold by Seller to Buyer. This Terms and Conditions of Sale document is hereinafter referred to as "these Terms". **SELLER'S SALE OF ANY**

PRODUCTS IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS. ANY ACCEPTANCE OF SELLER'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS. ANY TERMS OR CONDITIONS (PREVIOUSLY, CONTEMPORANEOUSLY, OR HEREAFTER) PROVIDED BY BUYER WHICH ADD TO, VARY FROM, OR CONFLICT WITH THESE TERMS ARE HEREBY EXPRESSLY OBJECTED TO. Any order from Buyer to Seller shall constitute Buyer's assent to the Terms. In the event a separate written agreement covering terms and conditions has been negotiated and mutually signed by authorized representatives of Buyer and Seller, and such agreement is applicable and in effect, it shall take precedence (to the extent of conflicts) and the terms and conditions set forth in these Terms will be supplemental to those of such agreement. All orders submitted to Seller are received subject to approval or rejection by Seller at its headquarters.

2. Delivery. Unless specified otherwise by Seller in its written quotation, Products are delivered F.O.B. shipping point of origin. Shipping dates/periods (whether indicated as a range of weeks or otherwise) are approximate only, and are among other things based upon a availability at Seller's warehouse. Seller reserves the right to deliver in installments. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Buyer and delivery shall be deemed to be complete upon delivery to a private or common carrier at the shipping point of origin.

3. Prices. Unless specified otherwise by Seller in its written quotation, all prices are stated by Seller in U.S. dollars, and all invoices issued by Seller and payments made by Buyer shall be in U.S. dollars. Seller shall have the right to adjust the price of the Goods at any time after its acceptance of a purchase order if an objective or otherwise justified reason arises that materially increases Seller's costs. Such objective or justified reasons include, without limitation, the introduction, increase or modification of any tariffs, taxes, duties, or charges, of whatever nature, imposed by any governmental authority of any country on the import or export of Goods and/or sub-components of Goods or other externally imposed cost factors affecting the Goods or their components. The adjusted price shall take immediate effect upon communication of the revised price to the Purchaser.

4. Taxes. The price does not include any tax or any other governmental charges, unless the price indicated by Seller specifically lists such tax or governmental charge as a line item. Buyer is responsible for any and all applicable taxes and governmental charges (except any taxes on Seller's income). Seller will accept a valid exemption certificate from Buyer, if applicable.

5. Payment. Unless specified otherwise by Seller in its written quotation, the payment terms are Net 30 Days after the date of Seller's invoice. Invoices shall be paid in full and Buyer shall not be entitled to deduct, set-off or to withhold payment. If Buyer fails to pay any invoice when due, Seller may exercise all available remedies to it, including under the Uniform Commercial Code, and may withhold delivery until receipt of payment or satisfactory security. Seller reserves the right to require payment in advance or C.O.D. and otherwise to modify credit terms. A service charge of the lesser of 1% per month or the highest rate permitted by law may be charged on all overdue amounts. Payment terms are subject to credit approval. If, in the sole judgment of Seller, the financial condition of Buyer does not justify the terms of payment specified, Seller may require payment in advance or cancel any outstanding order, in which event Seller is entitled to reasonable cancellation charges. Should manufacture be delayed by Buyer, pro rata payments will become due to the extent required by Seller's contract with the manufacturer. Buyer shall also pay all collection costs incurred by Seller, including but not limited to court costs and reasonable attorneys' fees, if Buyer's account is referred to an attorney or collection agency for collection.

6. Buyer's Cancellation of Orders. Buyer shall have no right to cancel a Product order (or a part of the order) unless Seller, at its sole discretion, agrees in writing that the specific order (or the part of the order) may be cancelled and Buyer pays cancellation charges. The cancellation charges may include, among other things, all costs and expenses incurred, and to cover commitments made, by Seller. In no event will the cancellation fee exceed the Product's purchase price.

7. Returns. Buyer shall have no right to return any Product unless Seller, at its sole discretion, agrees in writing that the specific Product may be returned. If Seller agrees that Buyer may return the Product, Seller will issue a Return Material Authorization number to Buyer, and Buyer must include such Return Material Authorization number with the return. Any such returned Product must be in new condition, with complete identification, shipped freight prepaid by Buyer, in accordance with Seller's instructions and is subject to a restocking charge in accordance with Seller's normal applicable policy.

8. Force Majeure. If Seller is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike or other concerted action of workmen, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, delays of carriers, or delays by Seller's usual suppliers), the time of performance will be extended by the amount of time reasonably sufficient to make up for the delay.

9. Warranty. Seller warrants to Buyer that any and all Products delivered to Buyer hereunder are delivered free of defects in workmanship and material; this warranty shall expire six months from the date of Seller's original shipment of the Product to Buyer. If Products within the above-stated warranty period do not meet the above-stated warranty, Buyer shall promptly within the above-stated warranty period notify Seller in writing and follow Seller's instructions (including with respect to Seller's Return Policy and Return Material Authorization procedures). Seller will at Seller's option (i) repair the nonconforming Product; (ii) replace the nonconforming Product; or (iii) take back the nonconforming Product and refund or credit monies paid by Buyer to Seller for such nonconforming Product less a reasonable allowance for use. Replaced Products/parts become the property of Seller.

Warranty repair or replacement or refund shall not extend or renew the original warranty period for the Product; such Product shall remain under warranty only for the unexpired portion of the original warranty period for the Product.

Seller warrants that Seller has good and marketable title to the Products delivered by Seller.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE). ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

CORRECTION OF NONCONFORMITIES (i.e. warranty repair or replacement or refund or credit, all at Seller's option, of Products that do not conform to the warranty above) IN THE MANNER AND WITHIN THE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS DELIVERED HEREUNDER.

SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY NONCONFORMING PRODUCT.

Some examples of conditions NOT covered by the warranty are defects in the Product caused by: accident, shipping damage, abuse, neglect, Acts of God, normal wear and tear, improper installation, improper storage, improper use, improper maintenance, and unauthorized modifications.

10. Confidentiality. Each Party (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other Party (the "Receiving Party") in connection with this order/contract. "Confidential Information" means all information related to the business, products, or services of the Disclosing Party (including but not limited to Seller's Products) that is not generally known to the public. The Receiving Party agrees: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with the order/contract and proper use of the Product, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. The obligations of this Section 10 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or affiliates, (ii) is independently developed by the Receiving Party, its representatives or affiliates, without reference to or use of the Confidential Information, (iii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party; or (iv) is required to be disclosed by valid legal process or law provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party prior to such disclosure and shall reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. It is expressly agreed that this Section 10 survives any expiration/termination of the order/contract.

11. Intellectual Property. No intellectual property is being sold, granted, transferred, or assigned to Customer. Without limiting the generality of the foregoing, no drawings, designs, or anything else provided by Seller shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.

12. Intellectual Property Indemnity. Seller shall defend or at its option settle any suit or proceeding by any third party brought against Buyer in so far as it is based on an allegation that any Product (provided by Seller to Buyer) constitutes an infringement of any United States patent, copyright, or trademark. Seller will pay the damages and costs awarded in any suit or proceeding so defended. Seller's obligations in this paragraph are conditioned upon Buyer promptly (i) notifying Seller in writing of the third party's claim; (ii) giving Seller full authority to control the defense and settlement of the suit or proceeding; and (iii) providing Seller with full information and reasonable assistance at Seller's expense. Seller shall ensure that no such settlement intending to bind Buyer shall be entered into without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed. In case the Product (or any portion thereof) as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Seller will, at Seller's option and expense: (i) procure for Buyer the right to continue using the Product; (ii) replace the Product with substantially equivalent non-infringing Product; (iii) modify the Product so it becomes non-infringing; or (iv) take back the Product and refund or credit monies paid by Buyer to Seller for such Product less a reasonable allowance for use. Seller will have no duty or obligation to Buyer under this paragraph to the extent that the Product is (i) supplied according to Buyer's design or instructions wherein compliance therewith has caused Seller to deviate from Seller's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished by Seller and by reason of said design, instruction, modification, or combination a claim is brought against Buyer. If by reason of such design, instruction, modification or combination, a claim is brought against Seller or its affiliate, Buyer shall protect Seller and its affiliate in the same manner and to the same extent that Seller has agreed to protect Buyer under the provisions above in this paragraph. **THIS SECTION 12 STATES SELLER'S AND ITS AFFILIATES' EXCLUSIVE LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY'S PATENT, COPYRIGHT AND/OR TRADEMARK.**

13. Export Control, and Foreign Corrupt Practices Act. Any and all Products, technical data, information, technology, materials, and other things provided by Seller to Buyer shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Buyer agrees and warrants that no Product, technical data, information, technology, materials, or anything else furnished by Seller, or any good or product or part resulting therefrom, shall be exported or re-exported by Buyer or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation. Buyer agrees and warrants that Buyer shall not violate or cause Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale of the Products. **IN THE EVENT BUYER BREACHES ANY OBLIGATION IN THIS SECTION 13, BUYER SHALL INDEMNIFY SELLER FROM ALL DAMAGES, EXPENSES, LIABILITIES, SANCTIONS, AND FINES ARISING FROM SUCH BREACH.**

14. Limitation of Liability. **NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER ARISING FROM OR RELATED TO THE ORDER OR CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, OR ANY PRODUCT SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM (REGARDLESS OF WHETHER DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE).** For purposes of this Section 14, the term "Seller" means Seller, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

15. No Consequential Damages, etc. **NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF THE PRODUCTS, DOWNTIME COSTS, AND DELAY COST) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE (REGARDLESS OF WHETHER DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE).** For purposes of this Section 15, the term "Seller" means Seller, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

16. U.S. Government Contracts. If the Products are to be used in the performance of a U.S. Government contract or subcontract, Buyer expressly agrees to notify Seller in writing in connection with Buyer's order. Further, if the Products are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statute to be included in this contract shall be incorporated herein by reference.

17. Equal Employment Opportunity Requirements. If applicable to this agreement, Seller and Buyer shall abide by the requirements of 41 CFR §§ 601.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

18. Miscellaneous.

18.1. Typographical and/or clerical errors in Seller's quotations are subject to Seller's correction.

18.2. Buyer's issuance of a purchase order or Buyer's receipt of any Product from Seller shall (without prejudice to any other manner in which acceptance of these Terms and Conditions of Sale may be evidenced) constitute Buyer's assent to these Terms.

18.3. THESE TERMS CONTAIN THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO TERMS AND CONDITIONS AND SUPERSEDE ALL PREVIOUS OR CONTEMPORANEOUS STATEMENTS, AGREEMENTS, AND REPRESENTATIONS WITH RESPECT TO TERMS AND CONDITIONS. This agreement cannot be superseded, amended, or modified except by an applicable negotiated agreement signed in handwriting by a company officer of Seller and an authorized representative of Buyer which agreement is substantially similar to these Terms. Any purchase order issued by Buyer to Seller is for Buyer's internal purposes and no term or condition stated in such document shall modify these Terms. Seller's execution of any document issued by Buyer shall constitute only an acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms or conditions therein that differ from, conflict with, or add to these Terms.

18.4. Neither Party shall assign or transfer the contract without the prior written consent of the other Party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Seller may without consent assign the contract (or any of rights or obligations hereunder) to any of its affiliates and/or use sub-contractors.

18.5. The provisions of these Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. In addition, if any provision of these Terms (or portion thereof) is determined by a court to be unenforceable as drafted by virtue of the duration, scope, extent, or character of any obligation contained herein or otherwise, the parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

18.6. Neither Party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms shall constitute a waiver of any other breach or of such provision.

18.7. All headings, captions and numbering in this document are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.

18.8. The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and/or the contract shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of North Carolina. Any legal suit, action or proceeding and all other matters arising out of or relating to the interpretation and effect of these Terms and/or the contract shall be instituted in a court (federal court or state court) sitting in North Carolina, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such action, suit, or proceeding. Notwithstanding the foregoing, Seller shall have the right at any time (at its option and where legally available) to immediately commence a legal suit, action, or proceeding in any court of competent jurisdiction (in any State or country) in order to seek an injunction or similar order to enforce the confidentiality provisions set forth in Section 10 above (entitled "Confidentiality"), and/or to enforce or protect intellectual property rights or trade secrets, and/or to enforce the provisions of Section 5 above (entitled "Payment").

18.9. Seller and Buyer expressly agree that the United Nations Convention on International Sale of Goods shall not apply.

18.10. The parties are independent contractors under this agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

18.11. All rights and obligations contained in these Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.