

Terms and Conditions of Sale // Standard Terms and Conditions of Sale

All Customer Purchase Orders are accepted subject to AIRSYS Cooling Technologies Inc. Standard Terms and Conditions of Sale and further subject to all additional AIRSYS Cooling Technologies Inc. terms and conditions presented on or accompanying a AIRSYS Cooling Technologies Inc. Quotation or AIRSYS Cooling Technologies Inc. Order Acknowledgment AIRSYS Cooling Technologies Inc. specifically rejects and disclaims all conflicting and additional terms and conditions contained in Customer's Purchase Orders, including associated forms and/or documents. AIRSYS Cooling Technologies Inc. Standard Terms and Conditions of Sale, together with the AIRSYS Cooling Technologies Inc. Order Acknowledgment shall constitute the entire agreement between AIRSYS Cooling Technologies Inc. and Customer with respect to any Customer Purchase Order and the Materials and/or Services provided hereunder. AIRSYS Cooling Technologies Inc. Standard Terms and Conditions of Sale supersede any prior or contemporaneous agreements or representations written or oral. Any amendment of AIRSYS Cooling Technologies Inc. Standard Terms and Conditions of Sale must be in writing and signed by AIRSYS Cooling Technologies Inc. to be binding on AIRSYS Cooling Technologies Inc..

DEFINITIONS AND INTERPRETATION

Within this document definitions are defined as follows:

AIRSYS Cooling Technologies Inc. " means AIRSYS Cooling Technologies Inc., a division of AIRSYS Refrigeration Engineering Technology Co. Ltd and/or its designated affiliates.

"Customer" means the person or entity however constituted to whom the Material or Services are provided to or for.

"Delivery" means the date of Customer's receipt of Material or completion of Services at Customer's designated location.

"Material" means the Products offered for sale or licensed to Customer at time of sale.

"Service" means services provided to or for a customer, by AIRSYS or appointed representative company.

"Order Acknowledgment" means a document furnished by AIRSYS Cooling Technologies Inc. and acknowledging the receipt of Customer's Purchase Order and AIRSYS Cooling Technologies Inc. agreement to supply the Material and/or Services stated therein under the terms and conditions stated herein.

"Product" means equipment of AIRSYS Cooling Technologies Inc. design and manufacture, or other manufacturer's equipment offered for sale by AIRSYS Cooling Technologies Inc. to Customer.

"Purchase Order" means Customer's document for the acquisition of Material and/or Services, exclusive of all printed terms and conditions contained thereon.

"Quotation" means either AIRSYS Cooling Technologies Inc. offer to sell Services and/or Material AIRSYS Cooling Technologies Inc. document that provides a summary of the Products and/or Services and pricing corresponding to the Products and/or Services.

"Services" means various types of services as provided by AIRSYS Cooling Technologies Inc. to Customer covering items such as, on-site support and/or repair, applications engineering, site engineering and installation. Services are not Material.

"Shipment Date" means the date on which AIRSYS Cooling Technologies Inc. has scheduled shipment of Material to Customer. Interpretation within this document is defined as follows: AIRSYS Cooling Technologies Inc. AIRSYS Terms and Conditions of Sale.

1. headings are for convenience only and do not affect interpretation;
2. the singular includes the plural and conversely;
3. reference to a party means AIRSYS Cooling Technologies Inc. and Customer exclusively; and
4. in the event of a conflict between Customer's Purchase Order or associated documents and the terms and conditions herein, the terms and conditions herein including the Order Acknowledgment shall govern.

2. ACCEPTANCE OF PURCHASE ORDERS

As used herein, "Acceptance of Customer's Purchase Order" shall mean AIRSYS Cooling Technologies Inc. agreement, as evidenced by the issuance of an Order Acknowledgment, to supply the Material and/or Services identified in Customer's Purchase Order under the terms and conditions herein. All Customer Purchase Orders are subject to written acceptance by AIRSYS Cooling Technologies Inc., at its sole discretion, even if received elsewhere by a salesperson, selling agent or representative. No Customer Purchase Order will be binding upon AIRSYS Cooling Technologies Inc. until AIRSYS Cooling Technologies Inc. issues its written Order Acknowledgment.

3. PURCHASE ORDER CHANGES

Customer may not change its Purchase Order without AIRSYS Cooling Technologies Inc. written consent. Any revision in drawings, designs, specifications, shipment completion dates or Purchase Order termination requested by Customer may result in additional cost to Customer. Any additional cost to Customer will be at AIRSYS Cooling Technologies Inc. standard rates in effect at the time of Customer's request. AIRSYS Cooling Technologies Inc. performance of Customer's request shall commence only upon the issuance of a new Purchase Order or written amendment to an existing Purchase Order authorizing the applicable charge. Customer's oral requests for Services shall be binding on Customer and deemed by AIRSYS Cooling Technologies Inc. as valid Customer Purchase Orders, governed by these terms and conditions. Customer further agrees, as a result of any request made hereunder to pay any and all charges associated with such Service request. Customer requested changes in performance of Services shall be reviewed upon AIRSYS Cooling Technologies Inc. receipt of Customer's request to determine if additional charges are applicable.

4. PRICE OF MATERIAL AND/OR SERVICES

The price for Material and Services are based on AIRSYS Cooling Technologies Inc. published list prices in effect at time AIRSYS Cooling Technologies Inc. receipt of Customer's Purchase Order unless otherwise set forth in the Order Acknowledgment, or a validly issued Quotation, or proposal. A Quotation or proposal is valid for a period of thirty [30] days from date of issue. Errors or omissions in price are subject to correction by AIRSYS Cooling Technologies Inc.. All published list prices are subject to change by AIRSYS Cooling Technologies Inc. without notice AIRSYS Cooling Technologies Inc. retains all rights to change the Material and/or Services or may discontinue any Material and/or Services at AIRSYS Cooling Technologies Inc. sole discretion.

5. PRICE ADJUSTMENTS

The price of Material and Services may subsequently be adjusted to reasonably reflect the adverse cost impact AIRSYS Cooling Technologies Inc. of:

- i. Customer changes or delays which are outside of the scope of Materials or Services; or
- ii. legal/regulatory changes which occur after the issuance of the Quotation and/or Order Acknowledgement for the particular Materials or Services in question.

AIRSYS Cooling Technologies Inc. will provide a written notice and reason for an adjustment to the price within a reasonable period of time after AIRSYS Cooling Technologies Inc. becomes aware of an event under which AIRSYS Cooling Technologies Inc. intends to request an adjustment. The parties will then determine, in a commercially reasonable manner, the price adjustment that is appropriate. Pending such agreement, AIRSYS Cooling Technologies Inc. will continue to perform the Services specified in the Purchase Order for **ten (10) business days** or such other greater time that may be agreed to in writing AIRSYS Cooling Technologies Inc., unless (a) Customer has failed to pay amounts due to AIRSYS Cooling Technologies Inc. when due; (b) or an event specifically identified in the Quotation and/or proposal permitting suspension or termination of the delivery of Material or AIRSYS Cooling Technologies Inc. AIRSYS Terms and Conditions of performance of Services occurs; or (c) Customer is otherwise in breach.

In the event an agreed adjustment to the price has not been made within the aforementioned ten (10) business days, AIRSYS Cooling Technologies Inc. shall have the right to terminate this Purchase Order, in whole or in part and in addition to any other remedy available to AIRSYS Cooling Technologies Inc., Customer shall make immediate payment to AIRSYS Cooling Technologies Inc. on account of all Materials delivered and/or Services rendered.

6. PACKAGING, SHIPMENT AND SERVICE DATES

All Products shall be suitably packed for shipment. AIRSYS Cooling Technologies Inc. may charge for packing and/or packaging including special documentation to comply with Customer requirements.

Shipment Date for Material or date for performance of Service is estimated by AIRSYS Cooling Technologies Inc. but is not guaranteed by AIRSYS Cooling Technologies Inc.. Shipment within the continental United States are made EXW AIRSYS Cooling Technologies Inc. shipping location with all international shipments made FCA AIRSYS Cooling Technologies Inc. shipping location (Incoterms 2000).

Customer, regardless of the circumstances, will not make any claim or otherwise attempt to hold AIRSYS Cooling Technologies Inc. liable, for any liabilities, penalties, or charges of any nature due to delays in shipment of Material or the late performance of any Service date. AIRSYS Cooling Technologies Inc. assumes no liability for and Customer shall make no claim for, any direct or liquidated damages relating in any manner to shipment or delivery of Material.

7. TITLE, RISK OF LOSS, AND INSURANCE

Title, risk of loss or damage, and insurance responsibilities for the Products pass AIRSYS Cooling Technologies Inc. to Customer upon acceptance of Product by the shipping agent or carrier. For all Materials shipped, AIRSYS Cooling Technologies Inc. shall retain a security interest in the Materials until payment, in full, has been received by **AIRSYS Cooling**

Technologies Inc. for such Materials. Customer shall execute any instrument reasonably required for AIRSYS Cooling Technologies Inc. protection of such security interest.

8. ACCEPTANCE OR REJECTION OF MATERIAL/SERVICES

After the Delivery of the Material, or the performance of Services, Customer will inspect the Material/Services for conformity to the Purchase Order or quotation (as the case may be) within a period of **thirty [30] calendar days** (hereinafter "Acceptance Period"). Acceptance of Material/Services by Customer shall automatically occur after the passage of the Acceptance Period stated herein unless AIRSYS Cooling Technologies Inc. is advised otherwise within the stated Acceptance Period. If any Material or Service does not substantially conform to the applicable Purchase Order or quotation (as the case may be) Customer shall notify AIRSYS Cooling Technologies Inc. of the nonconformance AIRSYS Cooling Technologies Inc. shall then determine if such nonconformance is AIRSYS Cooling Technologies Inc. fault. If the nonconformance is AIRSYS Cooling Technologies Inc. fault, then AIRSYS Cooling Technologies Inc. will make arrangements to promptly remedy the nonconformance. With respect to Services, AIRSYS Cooling Technologies Inc. shall, at no additional charge (if determined by AIRSYS Cooling Technologies Inc. to be AIRSYS Cooling Technologies Inc. fault), take prompt action to correct such unsatisfactory Services.

9. PAYMENT TERMS

Customer's payment obligations are stated on AIRSYS Cooling Technologies Inc. invoices. Invoices for Services will be rendered in accordance with an established milestone schedule or upon completion of any Services. Late charges of one and one-half percent [1½%] or the maximum permitted by law, whichever is less, per month on outstanding balances may be charged. All amounts due shall be payable in United States dollars unless otherwise specifically agreed upon in AIRSYS Cooling Technologies Inc. Order Acknowledgement.

If, in AIRSYS Cooling Technologies Inc. judgment, Customer's financial condition does not justify continuation of the existing payment terms, AIRSYS Cooling Technologies Inc. may:

1. require full or partial payment of Customer's account;
2. require payment in advance of Material shipment; AIRSYS Cooling Technologies Inc. AIRSYS Terms and Conditions of Sale.
3. require payment in advance for performance of any Services;
4. change Customer's credit terms; or
5. any combination of the above.

10. PRODUCT AND SERVICES WARRANTY

AIRSYS Cooling Technologies Inc. warrants from the date of shipment to Customer that Product bearing the AIRSYS Cooling Technologies Inc. name will substantially conform to AIRSYS Cooling Technologies Inc. specifications in effect as of the date of shipment and will be free from substantial defects in material and workmanship under normal use, given proper installation and maintenance, for the period of time stated in AIRSYS Cooling Technologies Inc. published warranty in effect on the date of shipment.

Customer must promptly notify AIRSYS Cooling Technologies Inc. of any claimed defect in the Product and/or Services. AIRSYS Cooling Technologies Inc. or its agent may inspect the Product or workmanship on Customer's premises. Product returned to AIRSYS Cooling Technologies Inc. under warranty must be clearly marked with the RMA number and be shipped prepaid by Customer.

11. PRODUCT AND SERVICES WARRANTY LIMITATIONS

AIRSYS Cooling Technologies Inc. entire liability and Customer's exclusive remedy whether in contract, tort or otherwise, for any claim related to or arising out of breach of the warranty covering Product or Services shall be correction of defects by repair, replacement, re-performance of service or credit, AIRSYS Cooling Technologies Inc. discretion. Refurbished Product may be used to repair or replace the Product. Customer shall have no claim to Product which was replaced or the components therein which were replaced. AIRSYS Cooling Technologies Inc. has no liability with respect to claims relating to or arising from the use of equipment not supplied by AIRSYS Cooling Technologies Inc..

AIRSYS Cooling Technologies Inc. does not warrant that the operation of the Product will be uninterrupted or error-free. Similarly, AIRSYS Cooling Technologies Inc. does not warrant that the functions of the Product will meet Customer's requirements or that the Product will operate in combination with other products selected by Customer for its use.

AIRSYS Cooling Technologies Inc. assumes no liability with respect to (a) defects caused by modification, repair, installation, operation or maintenance except as described in AIRSYS Cooling Technologies Inc. documentation; or, (b) negligent or other improper use of the Product.

AIRSYS Cooling Technologies Inc. assumes no liability for equipment or services furnished by Customer.

No agent, distributor, or representative is authorized to make any warranties on behalf AIRSYS Cooling Technologies Inc. or to assume for AIRSYS Cooling Technologies Inc. any other liability in connection with any Product or Services.

WITH RESPECT TO ALL PURCHASES OF PRODUCT AND/OR SERVICES AIRSYS COOLING TECHNOLOGIES INC. BY CUSTOMER, THE ABOVE WARRANTY, AND ANY ADDITIONAL WRITTEN WARRANTY ISSUED BY AIRSYS COOLING TECHNOLOGIES INC., REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OF AIRSYS COOLING TECHNOLOGIES INC., INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY AIRSYS COOLING TECHNOLOGIES INC..

12. RETURNS

Material may not be returned to AIRSYS Cooling Technologies Inc. without prior authorization. Customer must contact AIRSYS Cooling Technologies Inc. to obtain an authorization number and return the Material to the location designated by AIRSYS Cooling Technologies Inc. with all transportation charges paid by Customer. AIRSYS Cooling Technologies Inc. may charge Customer certain fees for Material returned to AIRSYS Cooling Technologies Inc.. Any Material returned to AIRSYS Cooling Technologies Inc. without proper authorization will be returned to Customer at Customer expense.

13. DISCLAIMER OF LIABILITY

AIRSYS COOLING TECHNOLOGIES INC. WILL NOT BE LIABLE FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, WITH THE EXCEPTION OF BODILY INJURIES, DEATH OR TANGIBLE AIRSYS COOLING TECHNOLOGIES INC. AIRSYS Terms and Conditions of Sale. PROPERTY DAMAGE CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENT ACT AIRSYS Cooling Technologies Inc.. THIS LIMITATION APPLIES TO ALL MATERIAL AND SERVICES PERFORMED DURING AND AFTER THE WARRANTY PERIOD. IN NO EVENT SHALL AIRSYS COOLING TECHNOLOGIES INC. BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT AND AIRSYS COOLING TECHNOLOGIES INC. FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES. IF ANY REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE, OR IN ANY OTHER EVENT, AIRSYS COOLING TECHNOLOGIES INC. AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE DEPRECIATED VALUE OF THE AFFECTED MATERIAL OR THE ACTUAL AMOUNT PAID TO AIRSYS COOLING TECHNOLOGIES INC. FOR SERVICES.

14. COMPLIANCE WITH APPLICABLE LAWS

The Customer will comply with all applicable laws affecting the purchase and use of Material. Customer agrees to maintain all registrations with governmental agencies, commercial registries, chambers of commerce, or other offices which may be required under law in order to properly conduct commercial business.

Prior to the date specified in the Quotation for shipment of Material or the performance of Service, Customer will (a) obtain and pay for all governmental or third party consents, permits, approvals, licenses and public and private easements necessary for AIRSYS Cooling Technologies Inc. unrestricted access to any site or location needed for the delivery of Material or performance of the Services, and (b) will notify AIRSYS Cooling Technologies Inc. in advance of any requirements including all local laws, regulations, ordinances and the like to which AIRSYS Cooling Technologies Inc. is or will be required to comply in the rendering of Services and in the supplying of Materials hereunder.

When required, Customer will comply with United States laws applicable to the use, sale or license of Material, including but not limited to the Foreign Corrupt Practices Act and the Export Administration Act.

15. CONFIDENTIAL INFORMATION

Customer will not disclose to any person or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information (hereinafter referred to as "**Confidential Information**") of AIRSYS Cooling Technologies Inc., or if provided orally, confirmed in writing to be confidential or proprietary within **twenty [20] calendar days** after its disclosure.

Notwithstanding the provisions herein, if Customer receives Confidential Information it shall treat such Confidential Information as confidential, prohibit copying and use such Confidential Information only in connection with fulfilling its obligations under Customer's Purchase Order. Customer will return all Confidential Information to AIRSYS Cooling Technologies Inc. upon completion of such obligations for its use, or upon the request of AIRSYS Cooling Technologies Inc..

Customer recognizes and agrees that the unauthorized use or disclosure of the Confidential Information would cause irreparable injury to AIRSYS Cooling Technologies Inc. for which it would have no adequate remedy at law, and that any actual or contemplated breach of this clause will entitle AIRSYS Cooling Technologies Inc. to obtain immediate injunctive relief prohibiting such breach, in addition to any other rights and remedies available to it. The obligations herein contained will expressly survive the final payment of any/or all Customer Purchase Orders.

16. SEVERABILITY

If any provision of these terms and conditions is held by a court, government agency or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not invalidate, void or render unenforceable any other portion of these terms and conditions but rather these terms and conditions shall be construed as if it

did not contain the particular invalid, illegal or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

17. FORCE MAJEURE

AIRSYS Cooling Technologies Inc. is not liable for failure or delay in fulfilling its obligations due to any causes beyond its control. In the event of any such delay, the date for shipment or performance of Services will be extended correspondingly. AIRSYS Cooling Technologies Inc. retains the right to determine the allocation of its inventory of Material among itself, its present and future customers and Customer. In the event AIRSYS Cooling Technologies Inc. partially fills Customer's Purchase Order, Customer shall AIRSYS Cooling Technologies Inc. AIRSYS, nonetheless, continue to make payments on AIRSYS Cooling Technologies Inc. invoices during the period in which the delay is in effect for those Materials and/or Services delivered.

18. GOVERNING LANGUAGE The parties hereby confirm that they have agreed that all written documents between them be prepared in the English language only and such language shall be the governing language.

19. GOVERNING LAW/VENUE The contract created by the issuance of an Order Acknowledgment shall be construed, interpreted and applied in accordance with the internal laws (but not the law of conflicts) of the State of California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of Materials hereunder.

Customer hereby irrevocably consents to the exclusive personal jurisdiction of any state court of general jurisdiction of the State of California. If Customer institutes any legal proceeding in any other court, it shall assume all of AIRSYS Cooling Technologies Inc. costs in connection therewith, including reasonable attorney's fees. Registered or certified mail of any legal process shall constitute lawful and valid service of process in any such proceeding, suit or controversy.

20. INTELLECTUAL PROPERTY RIGHTS

All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, patents, patent applications, know-how, computer and/or Product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for AIRSYS Cooling Technologies Inc. in the production of any Material or the performance of any Service sold, rendered or licensed hereunder will be and remain the sole property of AIRSYS Cooling Technologies Inc. (or its licensors, if any). Customer agrees not to reverse engineer any Materials purchased hereunder.

21. PROPRIETARY RIGHTS INDEMNIFICATION

If any Product bearing the AIRSYS Cooling Technologies Inc. name, in AIRSYS Cooling Technologies Inc. opinion, is likely to or becomes the subject of a claim of infringement of any valid United States copyright or patent, AIRSYS Cooling Technologies Inc. shall, at its option and expense, either: (1) modify it to make it non-infringing; (2) settle such claim by procuring for Customer the right to continue using the Product; or (3) defend Customer against such claim.

If AIRSYS Cooling Technologies Inc. elects to defend Customer against such claim, AIRSYS Cooling Technologies Inc. will pay Customer for any damages actually incurred which are awarded by a court of final jurisdiction, provided Customer gives AIRSYS Cooling Technologies Inc. prompt written notice of all facts and circumstances necessary or desirable for a proper defense of same, and Customer cooperates fully with AIRSYS Cooling Technologies Inc. in the defense of such claim.

AIRSYS Cooling Technologies Inc. shall not be responsible for any settlement made without AIRSYS Cooling Technologies Inc. written consent. AIRSYS Cooling Technologies Inc. shall have no liability for any claim of patent or copyright infringement based upon:

1. use of the Product in a manner other than for which it was intended;
2. any infringement, or alleged infringement, of any patent or copyright issued by any country other than the United States or any other country where AIRSYS Cooling Technologies Inc. has obtained patent or copyright protection;
3. modifications or changes made to the Product which are not authorized AIRSYS Cooling Technologies Inc.;
4. operation of the Product in combination with other products selected by Customer for its use; or
5. AIRSYS Cooling Technologies Inc. compliance with Customer's designated designs, material usage or specification furnished by Customer, in which case Customer shall defend, indemnify and hold AIRSYS Cooling Technologies Inc. harmless against any claim of infringement of any copyright or patent. The foregoing states the full liability of AIRSYS Cooling Technologies Inc. arising out of infringement.

22. PUBLICITY

AIRSYS Cooling Technologies Inc. AIRSYS Terms and Conditions of Sale. Except for Customer's internal use of AIRSYS Cooling Technologies Inc. trademarks, Customer will not use any AIRSYS Cooling Technologies Inc. trademark or trade name for any other purpose whatsoever without the express written consent of AIRSYS Cooling Technologies Inc..

23. SURVIVAL OF TERMS

The termination or cancellation of any Customer Purchase Order or any relationship created hereunder between the parties or the delivery of Material or performance of Services under Customer's Purchase Order shall not affect each party's obligations

and rights under these terms and conditions, which by their nature, survive, notwithstanding such termination, cancellation, delivery or performance.

24. TAXES

In addition to the Price for Material or Services paid by Customer, Customer will pay AIRSYS Cooling Technologies Inc. the amount of all taxes, excises, or other governmental charges AIRSYS Cooling Technologies Inc. may be required to pay with respect to the production, sale, license, or transportation of any Material delivered hereunder, including the performance of any Services, except taxes on or measured by AIRSYS Cooling Technologies Inc. net income. If Customer claims exemption from any taxes, Customer will provide AIRSYS Cooling Technologies Inc. with documentation required by the taxing authority to support the exemption.

25. CANCELLATION FOR DEFAULT AIRSYS Cooling Technologies Inc. may, upon written notice to Customer, cancel any and/or all Customer Purchase Orders effective immediately if:

1. Customer makes an assignment for the benefit of creditors, is unable to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated to be a bankrupt or an insolvent debtor; files a petition seeking for itself any reorganization; or consents to or acquiesces in the appointment of a trustee, receiver or liquidator;
 2. any proceeding seeking involuntary reorganization, or similar relief is filed against Customer which is not dismissed within one (1) month after filing, or if any trustee, receiver or liquidator of Customer or any substantial part of its business assets, or properties is appointed without AIRSYS Cooling Technologies Inc. consent or acquiescence and such appointment is not vacated within one [1] month after such appointment;
 3. Customer ceases doing business as a going concern or it or its shareholders take any action looking to its dissolution or liquidation; or
 4. Customer fails to perform any material obligations and such failure is not remedied within fifteen [15] calendar days after notice has been given Customer.
 5. Customer fails to pay for any Purchase Order in accordance with the invoice payment terms; or
 6. Any change occurs in the management, or in the direct or indirect ownership of Customer if, in AIRSYS Cooling Technologies Inc. opinion, such change may be detrimental to AIRSYS Cooling Technologies Inc. interest hereunder;
- Any cancellation pursuant to this clause will be in addition to and will not be exclusive of or prejudicial to any other rights or remedies at law or in equity available AIRSYS Cooling Technologies Inc..

26. WAIVER

No waiver will be valid unless in writing, signed by an authorized representative of AIRSYS Cooling Technologies Inc. and no waiver granted will release Customer from subsequent strict compliance herewith

