TERMS AND CONDITIONS

EMPIRE VENTILATION, LLC
200 School Alley, Green Lane, PA 18054 USA
Phone: +1-845-651-5173
Website: www.empirevent.com/terms/
Email: SALES@EMPIREVENT.COM

Effective Date: June 1, 2026

Empire Ventilation, LLC is a Pennsylvania limited liability company ("Company"). All current and future dealings and/or transactions between Company or any of its divisions, related entities and/or successors in interest and any customer, vendor and/or subcontractor, hereinafter referred to individually or collectively as ("Transacting Party") or any entity related to said Transacting Party, shall be subject to the following Standard Terms and Conditions ("Terms and Conditions") unless modified, in writing, by Company, and said Terms and Conditions shall supersede any inconsistent terms and conditions submitted by the Transacting Party or any other individual or entity unless expressly accepted in writing by Company.

BY PURCHASING PRODUCTS, GOODS, MERCHANDISE, MATERIALS OR EQUIPMENT (COLLECTIVELY HEREINAFTER "PRODUCTS") FROM COMPANY OR OTHERWISE CONDUCTING BUSINESS WITH COMPANY YOU ARE EXPLICITLY ACCEPTING AND AGREEING TO THESE TERMS AND CONDITIONS.

Company agrees to extend credit, provide Products and services, and transact other business, as is from time to time necessary in accordance with the following Terms and Conditions.

All transactions with Company are subject to these Terms and Conditions as they may be amended from time to time and which are available for viewing on Company's website.

1. Orders.

Orders must be accepted by Company, in writing, and shall not be subject to cancellation or change in prices, specifications, shipping schedules, or other conditions agreed upon without Company's written consent, and then only upon agreement to compensate Company for loss caused by such cancellation or change, including costs of purchased materials, engineering costs, and reasonable profit.

2. Invoice.

Company may invoice the Transacting Party for Products and services prior to the date said Products and services are provided.

3. Payment.

Subject to the establishment of satisfactory credit at Company's sole discretion, terms of payment are as set forth on any invoice; however, in no case shall the terms exceed net thirty (30) days from the date of said invoice. Partial billing will be made for partial shipments and stored materials. No retainage will be allowed unless agreed to in writing by Company. Any sum the Transacting Party owes under an invoice, but fails to pay when due, shall be subject to a finance charge computed by applying a monthly periodic rate of 1.5% (corresponding annual rate of 18%), or the highest rate permitted by applicable law, if less, to the adjusted balance of an account. All prices are F.O.B. point of manufacture unless specified otherwise by Company. Quotations expire thirty (30) days from the date issued and are subject to termination within that period. At its sole discretion, Company may extend the validity of quotations beyond this thirty (30) day window.

Goods held beyond delivery date for convenience of the Transacting Party will be invoiced on the date of completion and terms of payment in such case will apply from invoice date. At Company's sole discretion, such goods may be subject to charges for warehousing and other expenses incident to such delays.

The Transacting Party shall immediately inform Company of any change in its financial condition or in the structure of its business entity, including, but not limited to, changes to or additions of bank or brokerage accounts, mergers and/or acquisitions, asset purchases or sales, name changes, changes of officers, and any significant litigation to which the Transacting Party is a party, including pending and/or threatened actions, both civil and criminal, if such action will negatively impact the Transacting Party's ability to pay bills due to Company or deliver goods due for delivery to Company.

If the financial condition or the business structure of the Transacting Party at any time does not, in the sole judgment of Company, justify the continued extension of credit or the continuance of the work performed or the goods to be supplied on the terms of payment as set forth above, Company may require partial or full payment in advance, or shall be entitled to cancel any part of any order then outstanding, and shall be entitled to payment for reasonable cancellation charges.

In the event of bankruptcy or insolvency of the Transacting Party, or in the event any proceeding is brought against the Transacting Party, whether voluntary or involuntary, under the bankruptcy or any insolvency laws, Company shall be entitled to cancel any credit account and/or any order or portion thereof then outstanding at any time during the

period for filing claims against the estate and shall be entitled to payment for reasonable cancellation charges.

If the Transacting Party arranges payment to Company but the funds are misdirected to a fraudulent account due to email compromise, social engineering, wire fraud, or other fraud (whether involving Company's systems or the Transacting Party's systems), the Transacting Party remains fully liable for the invoiced amount until the correct funds in the correct amount are actually received by Company at Company's correct and authorized bank account. No payment obligation is satisfied, and no credit shall be applied to any account, until Company receives the full correct amount at its designated banking institution.

4. Notice of Price Increases.

Except as otherwise agreed in writing by Company, vendors must give Company ninety (90) days prior written notice of the effective date of any price increases. A price increase will not affect Company's cost on a purchase order accepted by vendor prior to the effective date of such price increase.

Company may adjust any order to the next nearest lot size that is economically feasible for Company to produce based on raw material availability and manufacturing efficiency. The rounded order value may exceed the original order value by up to 10% of the original order amount. The Transacting Party shall be obligated to accept and pay for the rounded order amount.

5. Designs.

All designs and specifications shown in Company's catalogues, website or other materials are subject to change without notice.

6. Force Majeure.

Company shall not be liable for any loss, damage, failure, inability and/or delay in delivery or performance due to: the acts of any government; acts of civil or military authority; accidents; fires; wars; act of terrorism; insurrections; civil disorders; floods; pandemics; strikes; or other labor disturbances or difficulties; shortages of fuel or power; breakdowns of machinery; acts of God; acts of the Transacting Party; failures in source of supply; or any other cause beyond the control of Company; and Company shall then have the right to cancel any order or pending work, or extend any shipping or delivery date, if one or more such contingencies prevent or delay shipment or performance hereunder.

7. Claims.

All materials are carefully packed for shipment. Risk of loss shall pass to the Transacting Party after delivery to transportation carrier, and the Transacting Party shall continue to be obligated to pay purchase price for the goods in the event of any damage, loss, or destruction after delivery at the F.O.B. point. Company will provide the Transacting Party with all reasonable assistance in securing satisfactory adjustment of claims.

8. Products Provided by Others.

Company shall not be responsible for Products supplied by others, nor for the overall operation of any system comprised of Products furnished by Company and others. Accordingly, any comments from Company regarding the Transacting Party furnished drawings are responsive only and Company shall have no liability therefor. Company offers no opinion of a professional nature, including, but not limited to, the preparation or approval of plans, opinions, reports, surveys, designs, specifications and/or supervisory, inspection, or engineering services provided by others.

9. Disclaimer of Warranties.

There are no express warranties beyond those expressly stated in this writing. Transacting Party agrees that there have been no affirmations of fact or promises made by Company relating to the goods or services and becoming part of the basis of the bargain, other than those affirmations and promises expressly set forth herein.

Any affirmation of fact or promise made by Company to the Transacting Party which relates to the goods or services sold hereunder shall not be regarded as part of the basis of the bargain and shall not be deemed to create an express warranty that such goods or services shall conform to the affirmation or promise. Any description of the goods or services sold hereunder shall not be regarded as part of the basis of the bargain and shall not be deemed to create an express warranty that such goods or services shall conform to the description. The exhibition of any sample shall not be regarded as part of the basis of the bargain and shall not create an express warranty that the whole of the goods or services sold hereunder shall conform to the sample or model.

It is expressly understood and agreed that Company shall in no way be deemed or held to be obligated, liable, or accountable upon or under any guaranties or warranties, express or implied, statutory, by operation of law, or otherwise, in any manner or form. This expressly excludes the warranty of merchantability and all other implied warranties, and Company shall in no event be liable for a breach of warranty in an amount exceeding the purchase price of the goods. Company does not in any way warrant the fitness of the goods supplied under this contract for the particular purpose for which the Transacting Party intends to use them. It is further mutually understood and agreed that, inasmuch as Company has no reason to know the purpose for which the Transacting Party intends to use the goods

supplied hereunder, Company makes no warranty whatsoever that said goods are fit for any particular purpose.

If any merchandise or equipment, parts and/or materials supplied by Company are manufactured by someone other than Company, and said manufacturer provides its own warranty, manufacturer's warranty shall be the sole applicable warranty and Company shall have no further liability or responsibility whatsoever, including any failure on the part of any other manufacturer to meet the conditions of its warranty.

No merchandise or equipment shall be returned to Company or to any of its service outlets without written authorization and shipping instructions first having been obtained from Company. There is no warranty liability hereunder unless payment in full for the merchandise or equipment supplied pursuant to any invoice has been received by Company.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY COMPANY, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, USE OR WORKMANLIKE PERFORMANCE. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, REPAIR OR REPLACEMENT, AT COMPANY'S OPTION, OF DEFECTIVE MERCHANDISE OR EQUIPMENT, IN THE MANNER PROVIDED HEREIN, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF COMPANY TO THE TRANSACTING PARTY, WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE, WITH RESPECT TO MERCHANDISE OR EQUIPMENT PROVIDED PURSUANT TO THE INVOICE OF THE DEFECTIVE MERCHANDISE OR EQUIPMENT, AND IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, DELAY, DETENTION, AND/OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO THE TRANSACTING PARTY, IN DAMAGES OR OTHERWISE, EXCEED THE TOTAL OF ALL PAYMENTS, IF ANY, RECEIVED BY COMPANY FOR THE INVOICE OF THE DEFECTIVE MERCHANDISE OR EQUIPMENT. THE REMEDIES OF THE TRANSACTING PARTY SHALL BE LIMITED TO THOSE PROVIDED HEREIN. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR FOR DAMAGE TO PROPERTY OF THIRD PARTIES, REGARDLESS OF WHETHER THE SAME IS THE RESULT OF THE GROSS NEGLIGENCE OF COMPANY OR ITS EMPLOYEES.

10. Taxes.

Prices quoted and/or invoiced are exclusive of taxes unless specifically stated. The amount of any present or any future sales, occupation, use, tariff, excise, or other similar taxes and/or duties for which Company may be liable, either on its own behalf or on behalf of the Transacting Party, with respect to any orders for Products, shall be in addition to the billing prices set forth on any invoice, and shall be paid by the Transacting Party.

11. Remedies.

Upon the failure of the Transacting Party to make any payment when due under any invoice, to accept delivery at times stated, or to comply with all provisions of any invoice, any written agreement between the parties and these Terms and Conditions, Company shall have the right to suspend or cancel delivery to the Transacting Party or terminate any agreement with the Transacting Party, and the Transacting Party shall not have any cause of action or be entitled to any offset, counterclaim or recoupment against Company by reason of such action. In addition to any remedies set forth in these Terms and Conditions, Company shall be entitled to any and all rights and remedies available to it under law, and all rights and remedies available to Company shall be cumulative.

Company shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with Company's enforcement of payment or other rights under any invoice, agreement, or these Terms and Conditions. If the Transacting Party initiates any dispute, claim, or legal action against Company, the Transacting Party shall be responsible for its own attorneys' fees and costs, and Company shall not be liable for any attorneys' fees, legal costs, or expenses incurred by the Transacting Party, except as required by applicable law.

12. Title.

Title to and ownership of any Products provided by Company shall not pass to the Transacting Party until the purchase price for any such Products and for services related thereto are paid in full, including all interest charges, attorneys' fees, and other costs incurred by Company. In order to ensure payment in full, the Transacting Party grants to Company a security interest in the said Products and authorizes Company to file applicable Uniform Commercial Code financing statements if applicable, with respect to said Products, and the Transacting Party shall, upon request, execute such financing statements and/or other instruments deemed necessary by Company. Company shall release such filings upon full payment of all applicable invoices for such goods.

In addition to the security interest in Products supplied by Company, and to further ensure payment in full of all amounts due, the Transacting Party grants to Company a security interest in:

- (a) All raw materials provided to Company or in Company's possession;

- (b) All work in progress, including any materials or items in various stages of completion;
- (c) All finished goods produced or held by Company;
- (d) All tooling, dies, molds, fixtures, and other equipment or property in Company's possession, whether owned by Company or the Transacting Party;
- (e) All other property of the Transacting Party in Company's possession or under Company's control.

This expanded security interest shall remain in effect until Company receives payment in full of all amounts due, including all invoices, accrued interest, attorneys' fees, costs, and other expenses incurred by Company. The Transacting Party authorizes Company to file all applicable Uniform Commercial Code financing statements and other appropriate documentation to perfect Company's security interest in such collateral. The Transacting Party shall, upon request, execute any financing statements, security agreements, or other instruments reasonably requested by Company to evidence and perfect such security interest.

Where Company installs parts, performs service on or stores any merchandise, equipment or property owned by the Transacting Party or others on behalf of or at the Transacting Party's request or direction, the Transacting Party agrees that such installation, service or storage shall create a lien against such merchandise, equipment or property and Company shall be entitled to repossess and/or hold said merchandise, equipment or property in its sole possession until payment in full has been received by Company.

13. Export Shipments.

All Products shall be delivered and packed in accordance with Company's standard domestic packing methods, unless export packing is expressly ordered, in which case special packing requirements must be specified. Company does not assume responsibility for obtaining any export or import license or certificate, if required. Export shipment is subject to Company's ability to ship under the laws and/or regulations of the United States and other governments. Company reserves the right to cancel any order, whether or not previously acknowledged, without liability, if at the time of the sale or shipment said shipment is subject to restrictions or prohibitions by any governmental agency or department of the United States or of any foreign country claiming jurisdiction over the shipments transit route or destination.

14. Indemnification.

To the fullest extent permitted by law, the Transacting Party agrees to indemnify and hold harmless Company and all of its agents and employees, from all claims, damages, losses, liabilities, actions, causes of action, costs, fines and expenses, including, but not limited to, interest, penalties, reasonable attorneys' fees and expenses, and all other amounts

reasonably incurred in investigation, defense or settlement of any of the foregoing, arising out of, relating to, or resulting from, any act or failure to act pursuant to any invoice, any written or oral agreement and these Terms and Conditions, including to the extent caused solely by the gross negligence of Company or its employees.

15. Miscellaneous.

All clerical errors are subject to correction. None of the Transacting Party's rights under these Terms and Conditions shall be assigned or transferred by the Transacting Party to any other person or entity, whether by operation of law or otherwise, without Company's prior written approval. The failure of Company to enforce any rights under these Terms and Conditions or any other written or oral agreement shall not constitute a waiver of any such rights, or any other rights, under these Terms and Conditions or otherwise. Any invoice, agreement and these Terms and Conditions, as set forth herein, or as changed or modified by written instrument executed by persons duly authorized by Company and the Transacting Party, shall constitute the entire agreement between Company and the Transacting Party. All of the provisions of these terms and conditions are separate and severable. If any of the provisions hereof are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

Notwithstanding any other provision of this agreement or any invoice submitted by a vendor or creditor, Company shall not be liable for or obligated to pay interest on any amounts Company owes for late payment, unless such interest is specifically agreed to in writing by Company.

16. Choice of Law, Arbitration, and Venue.

ANY INVOICE TO WHICH COMPANY IS A PARTY, ANY AGREEMENT TO WHICH COMPANY IS A PARTY AND THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, NOTWITHSTANDING ANY CONFLICT OF LAW PROVISION TO THE CONTRARY.

If the Transacting Party initiates any dispute, claim, or legal action against Company, including but not limited to any dispute regarding the formation of any invoice, agreement, or these Terms and Conditions, the validity of any invoice, agreement, or these Terms and Conditions, the interpretation or application of any provision of any invoice, agreement, or these Terms and Conditions, or any other aspect of any invoice, agreement, or these Terms and Conditions or the transaction between the parties, such matter shall be submitted to confidential, binding arbitration in Montgomery County, Pennsylvania before a single arbitrator pursuant to the rules of the American Arbitration Association. This arbitration

provision shall apply to all claims arising under or relating to any invoice, agreement, or these Terms and Conditions, including disputes regarding the arbitrability of any dispute.

If Company initiates any dispute, claim, or legal proceeding against the Transacting Party, Company may, at Company's sole election, pursue such matter through binding arbitration as described above or in any court of competent jurisdiction. To the extent any court proceedings are initiated, including but not limited to proceedings for interim or injunctive relief or to enforce any arbitration award, the sole and exclusive venue for resolution of all disputes shall be the Federal or State courts located in Montgomery County, Pennsylvania. The Transacting Party expressly consents to personal jurisdiction in Pennsylvania and waives any challenges to exclusive venue in courts located in Montgomery County, Pennsylvania and/or any defense of forum non conveniens.