

# SY-KLONE INTERNATIONAL TERMS AND CONDITIONS

Effective May 02, 2022

1. **AGREEMENT OF SALE:** These "Terms and Conditions" apply to the exclusion of any other terms that the 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 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 Products.
  - Submission of a purchase order or webstore order constitutes an offer to purchase Sy-Klone's products ("Products") in accordance with these Terms and Conditions.
  - No order shall be binding upon Sy-Klone until and unless accepted and authorizing shipment of the Products set forth in the order.
  - 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 destination 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 Product by Sy-Klone, including but not limited to part numbers, lot numbers, specifications, or patent numbers. 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.
  - Sy-Klone Products will at all times be designated by their correct Sy-Klone names and identified as the Products of Sy-Klone using Sy-Klone's registered and unregistered trademarks (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 at the time of shipment.
  - Partial shipments may be employed against a single purchase order for various reasons (order change, short shipment, partial 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.
  - 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 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).

3. **TAXES:** Sy-Klone's prices do not include any sales, 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 as an additional charge, unless Sy-Klone has been provided with a tax exemption certificate acceptable to the taxing authorities.
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. Unless otherwise agreed in writing, Sy-Klone's standard fulfillment time is as follows:
- Less-than-container/truckload orders:** 15 business days from acceptance of an order
  - 20' container or small domestic truckload:** 20 business days from acceptance of order
  - 40' container or 53' domestic container/truckload:** 30 business days from acceptance of an order.

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.

Expedite Fees Table		
Order Type	Expedited Shipment Timeframe	Expedite Fee
<b>Filters</b>		
Up to Five (5) Filters	Within 1-2 business day(s)	No fee
Bulk-Pack Filters	Within 5 business days	\$25/bulk pack
Pallet Filters	Within 5 business days	\$100/pallet
<b>Series 9000 Precleaners</b>		
Up to Five (5) Precleaners	Within 1-2 business day(s)	No fee
Bulk-Pack Precleaners	Within 5 business days	\$50/bulk pack
Pallet Precleaners	Within 5 business days	\$150/pallet
<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>		
Defined 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 transportations 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 purchaser knows, or should have known, of such a claim.
  - 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 purchaser knows, or should have known, of such a claim. 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, 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 cost for the customer, it may also facilitate taking advantage of pallet discount pricing on filters. Sy-Klone requires extended lead time on container-load/truckload orders (identified in Section 5: Fulfillment above) for production planning and 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 following the scheduled ship date are subject to storage charges of \$100 per pallet slot per day, beginning on the second 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:** In the absence of other written agreement between purchaser and Sy-Klone governing 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>Timeframe</b>	<b>Cancellation Fee</b>
Cancellation of all or part of the order 15 business days or more prior to the ship date	No charge

<b>CANCELLATIONS, CONTINUED</b>	
<b>Timeframe</b>	<b>Cancellation Fee</b>
Cancellations of all or part of the order within 11-14 business days of ship date	25% of total value cancelled
Cancellation of all or part of the order within six to ten (6-10) 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

- 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 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.

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