



**PinAir Tech Corp.**

118 EAST 28TH ST. SUITE #708 NEW YORK-NY 10016 USA  
Phone: (212) 201-5715, (917) 297-8723 Fax: (917) 591-4876  
URL: [www.pinairtech.com](http://www.pinairtech.com) CAGE: 366T8 DUNS# 146841114

## **CUSTOMER TERMS AND CONDITIONS OF SALE**

All descriptions, quotations, proposals, offers, acknowledgments, acceptances, and sales of PinAir Tech Corp.'s products are subject to and governed exclusively by the provisions of this CUSTOMER TERMS AND CONDITIONS OF SALE ("Agreement"). Any terms and conditions that are amended, modified, added to, or are inconsistent with this Agreement between Customer and PinAir Tech Corp. shall not become a part of the Agreement unless they specifically state that it amends these Terms and Conditions and are agreed to in writing and signed by an authorized representative of both parties. By issuing a purchase order, placing an order by email, delivery of such parts, Customer hereby expressly agrees to the terms and conditions set forth below.

### **1. PAYMENT TERMS**

Unless otherwise stated on the Invoice and signed by an authorized representative of PinAir Tech Corp., payment terms are pre-pay or net thirty (30) days from the date of the Invoice (*not receipt date*) contingent on credit approval. PinAir Tech sends all Invoices to the Customer's specified email at shipment. The Customer shall submit any Invoice dispute PinAir Tech within thirty (30) days of the Invoice date or the Invoice will be deemed to be correct. PinAir Tech may require deposits or advance payment from Customers prior to shipment. Unless otherwise agreed to in writing, all payments shall be non-refundable. Customer shall pay to PinAir Tech an amount equal to all taxes paid, payable or required to be collected by PinAir Tech and shall pay all bank fees, wire transfer fees and other costs of payment transfers.

Customer shall submit payment details to PinAir Tech at [info@pinairtech.com](mailto:info@pinairtech.com) to permit posting of the payment to the proper Invoices or purchase orders. In the absence of such payment advice, PinAir Tech may apply payments to any outstanding amount owed by Customer. All payments must be made in USD currency to the bank account designated on the invoice via wire, ACH, check or credit card. All payments must be in full without deductions for wire fees or other offsets. Past due balances are subject to finance charges, interest, and collection fees at the discretion of PinAir Tech Corp. PinAir Tech also reserves the right to issue and revoke credit to a customer for any reason at its sole discretion. Should collection efforts be required, it will be at the Customer's expense which can be up to an additional 30% of the original invoice amount.

### **2. TITLE**

Title is reserved. Ownership of goods does not pass to the buyer until the Customer has made payment in full.



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### **3. ORDERING INFORMATION**

All orders must be made or confirmed in writing or by electronic data interface and are subject to approval and confirmation upon receipt by PinAir Tech Corp. Cancellation of orders may not be made without the written consent of PinAir Tech. Cancellation may result in a restocking fee if due to no fault of PinAir Tech and canceled after 24 hours. **The minimum purchase order is \$100 for domestic sales and \$500 for international sales orders.**

### **4. RETURN AND EXCHANGE**

It is the Customer's responsibility to inspect the part within a timely manner including ensuring it can be installed and is in working order. Goods which are supplied ***incorrectly*** may be returned within a 30-day period for exchange or refund. Goods which are supplied ***correctly*** may be returned within a 30-day period for exchange or refund, but are subject to a 30% restocking fee. To request a return, submit a **Return Authorization Request**. This is to ensure all returns are handled timely and correctly. Return shipping and export costs for correctly processed orders are the responsibility of the Customer. PinAir Tech will issue an RMA with shipping instructions for all approved Return Authorizations. In all cases, goods shall be returned in resalable condition complete with the original packaging, labels, original paperwork, and is subject to acceptance by PinAir Tech. Any costs required to return and bring the part back to the condition as originally shipped to the customer will be at the customer's expense. The part can be evaluated for repair guarantees up to one year after shipment. Credit will be issued when the part has been received at our facility and inspected.

### **5. PRICING**

All prices shown on the Quote, Sales Order, Proforma and/or Invoice are in United States Dollars and Ex-Works origin. Import duties imposed by countries other than the United States are not included in the published prices. Unless specifically set forth otherwise, Product prices do not include freight or taxes if applicable. Freight charges are the express responsibility of the Customer. Freight charges may include but are not limited to transportation to the Customer's designated facility, insurance, custom duties, tariffs, taxes, etc.

### **6. INSURANCE**

All products are shipped Ex-Works origin. PinAir Tech does not insure shipments. Customers may purchase freight insurance directly from an outside insurance provider. The Customer assumes all risk of loss and/or damage upon shipment by PinAir Tech.



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## **7. DELIVERY**

The terms of delivery are Ex-Works origin. The risk of loss passes to the Customer upon delivery of the Products to the Customer or their carrier, whichever occurs first. PinAir Tech is not responsible for delays in delivery or non-performance resulting from causes beyond PinAir Tech's control ("Events of Force Majeure"). Events of Force Majeure shall include, without limitation, laws, acts, rules or regulations of any government agency, government embargoes or any other government acts causing interference with performance, blockades, seizure or detention of assets, delays or refusals to grant export licenses or the suspension or revocation thereof, accidents, fires, floods, severe weather conditions, acts of God, quarantines or regional medical crisis, armed conflict, terrorism, war, labor strikes or disputes, delays or failures in delivery of carriers or suppliers, shortages of material, and any other cause beyond PinAir Tech's control. PinAir Tech's time for delivery, or any other performance, shall be extended by the period of time PinAir Tech is delayed. IN NO EVENT SHALL PINAIR TECH BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING FROM OR RELATING TO A DELAY OR FAILURE TO DELIVER.

## **8. INTERNATIONAL SHIPMENTS**

The Customer pays all shipping, insurance, customs fees, and assumes responsibility for lost shipments to countries that do not insure shipments within their borders. In the case of shipments to countries that restrict an item from import, it is the Customer's responsibility if their customs confiscate that item being imported. Due to the Risk of Loss and Customs regulations, we are NOT responsible for Undelivered Mail, Custom Dues or Taxes. If the Customer does not pay custom fees, import duties or taxes, we cannot accept return of the shipment and responsibility of return fees. Orders will not be refunded if the Customer does not pay all fees associated with the shipment.

## **9. WARRANTY**

PinAir Tech does not warrant parts but will assign any warranty given by the part manufacturer/supplier.



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## 10. HAZARDOUS MATERIAL

To identify Product parts and kits classified as hazardous material by freight carriers, the following statement will appear: "The above part number is classified as hazardous material."

## 11. EXPORT COMPLIANCE / END USER CERTIFICATION

The Product and data covered by this Agreement may be subject to the provisions of the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768-799), the U.S. Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-128 and 130) and non-U.S. export laws and regulations. The parties acknowledge: (1) these U.S. statutes and regulations impose restrictions on the import from and export to countries outside of the United States of America of certain categories or articles and data; (2) licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such articles and data can be exported; (3) these licenses may impose additional restrictions on use and further disclosure of such articles and data; and (4) the disclosure of such articles and data to foreign persons is subject to these statutes, regulations, license requirements, and restrictions regardless of whether the export occurs in the United States of America or abroad. The parties represent and warrant that no Products or data subject to this Agreement will be imported, exported, or re-exported contrary to these statutes and regulations and applicable non-U.S. import and export laws and regulations. The Customer shall indemnify and hold PinAir Tech harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and other expenses arising from the Customer's failure to comply with the above-referenced laws and regulations and any provision herein requiring such compliance.

All customers must confirm the following:

A. I (We) will not export or re-export U.S. products, technology or software to **Cuba, Iran, North Korea, Russia, Belarus, Syria, Sudan**, or to any restricted country unless otherwise authorized by the United States Government.

B. I (We) will not sell, transfer, export, or re-export any U.S. products for use in activities which involve the development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use any of these products in any facilities which are engaged in activities related to such weapons.



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C. I (We) acknowledge that U.S. law generally prohibits the sale, transfer, export or re-export or other participation in any export transaction involving U.S. products with individuals or companies listed in the U.S. Commerce Department's Table of Denial Orders, Entity List, Unverified List or any current General Order issued by the Department of Commerce, the U.S. Treasury Department's list of Specially Designated Nationals, or the U.S. Department of State's Debarred List or Nonproliferation Sanctions listing unless otherwise authorized by the United States Government.

**D. I (We) will abide by all applicable U.S. export control laws and regulations for any products purchased from PinAir Tech Corp., and will obtain any licenses or prior approvals required by the U.S. Government prior to export or re-export of U.S. supplied products, software or technology.**

E. I (We) agree that the export control requirements in Number 1-4 above shall survive the completion, early termination, cancellation or expiration of the applicable purchase order, agreement, or contract. This certification applies to the company listed below and includes all subsidiaries and affiliated companies.

F. I (We) confirm that our authorized freight forwarder will be responsible for filing any applicable export documents and will provide any required information to PinAir Tech Corp. This shall apply to any transaction between us and PinAir Tech unless specifically revoked. Or in the case of domestic shipments leaving the country, we authorize PinAir Tech Corp. to act as our agent and file any required export documents on our behalf.

## **12. CONTROLLING LAW**

The Customer and PinAir Tech Corp. expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. This Agreement, as well as all purchases related hereto, shall be governed in all respects and shall be construed, and the legal relationships between the parties shall be determined, in accordance with applicable commercial laws of the State of New York, U.S.A. If any provision or part thereof of this Agreement is determined to be invalid, such provision or part thereof shall be deemed not to be part of this Agreement and the remainder of this Agreement shall be valid and binding as though such provision or part thereof was not included. This Agreement may only be amended in writing by a document signed by both parties.



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**13. LIMITATION OF LIABILITY**

In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit [or loss of data or diminution in value], or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

In no event shall Seller's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total amounts paid to Seller for the goods failure of any agreed or other remedy of its essential purpose.

The limitation of liability set forth above shall not apply to liability resulting from Seller's gross negligence or willful misconduct and death or bodily injury resulting from Seller's acts or omissions.