



Commercial Air Filtration
Sales and Service

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FILTERA STATEMENT OF BUSINESS POLICY (Revised: January 1, 2002)

TERMS OF PAYMENT:

Our standard terms are NET 30 DAYS for customers that have been approved for credit purchases. Any past due invoice is subject to a charge of 1-1/2% per month (18% annual rate), plus attorney fees if collection becomes necessary. Invoices 15 days past due will result in orders being placed on hold pending account payment to a current basis. Customers not approved for credit purchases must pre-pay orders, or charge orders to a credit card. No COD orders will be accepted. Applicable sales tax will be charged on all Texas orders unless a Texas Sales Tax Resale Certificate is on file with Filtera.

VERBAL ORDERS:

Verbal orders are welcome; however, Filtera is not responsible for errors in the order unless a written purchase order is received prior to shipping.

FREIGHT TERMS:

Unless Filtera states special freight terms in writing, all products are sold F.O.B. shipping point with no freight allowed. Our standard carriers are UPS and FedEx Ground; however, motor freight and company delivery are available upon your request provided the order is of sufficient size.

FREIGHT CLAIMS:

The customer agrees to pay for all damaged shipments unless the carrier satisfies a damage claim. Filtera assumes no responsibility for damaged shipments. All of our products are sold F.O.B. shipping point. The method of shipment is at the discretion of Filtera unless otherwise specified in customer's written purchase order. Customer agrees not to refuse an order because of damages incurred in shipping. Refusing the order may result in denial of the claim by the carrier, and in such cases, the customer will be held responsible by Filtera for full payment of the invoice on that order. Having a damage claim on an order does not relieve the customer from the obligation to pay the full invoice amount on that order by the invoice date. In addition, any replacement goods shipment made prior to receiving a claim payment will be treated as if that shipment were for a new and separate order.

Special Instructions for UPS Claims: All UPS shipments should be opened and inspected immediately upon receipt, and if damaged you should have UPS note the damage and then you should notify Filtera immediately. Do not discard any of the products or packaging materials. UPS may want to return to inspect the damage. Do not refuse the shipment. UPS may not pay the claim if the shipment is refused. Upon your notification to Filtera, Filtera will contact UPS and obtain a claim number (LDI number). If and when UPS pays the damage claim to Filtera, Filtera will issue a credit to the customer for the appropriate amount.

DROP SHIPMENTS:

Direct drop shipments to your customer are acceptable. Any shipment refused by your customer, for any reason, is your responsibility. All freight incurred on any shipment refused by your customer, regardless of reason, is your responsibility. You will be billed for products that are returned for any reason, including but not limited to inadequate delivery address, failure of recipient to accept delivery, or product damage. Please note that obtaining a delivery signature is at the carrier's discretion unless specified prior to shipment. Filtera will not require a signature upon delivery unless the customer, in customer's written purchase order, specifies

that a signature is required. Additional charges by the carrier for obtaining a signature will be billed to the customer. Normal freight claims procedures apply (please see above).

RETURNED GOODS:

The following procedure will apply to all returned goods:

1. You must first obtain a Return Goods Authorization (RGA) number from Filtera (you should be prepared to furnish Filtera with the invoice number, invoice date, and reason for return).
2. Only items normally stocked by Filtera are eligible for return. No special order or custom size products are eligible for return, except as the result of error by Filtera.
3. Material shipped in error by Filtera will be accepted for return provided we are notified and the items are returned within 30 days of the date of invoice.
4. Filtera reserves the right to inspect all returned material, and make final determination upon receipt, and at that time, applicable credit will be issued.
5. All returns must be shipped freight pre-paid, unless there has been an error by Filtera.
6. A credit will be issued at the invoice price, less a 20% re-stocking charge upon inspection and acceptance by Filtera. The cost of any needed repairs to damaged products or packaging will be billed in addition to the re-stocking charge.
7. Product will not be accepted for return after 90 days from the invoice date regardless of the reason.

STANDARD PACKING:

Products will only be shipped in the standard case quantities as indicated in the catalog. Orders for less than the standard pack may be increased to conform to the standard pack level. Less than standard pack, if available, may require an additional charge.

MINIMUM ORDER:

There is no minimum order, provided the order is in at least the standard pack quantity.

WARRANTIES AND PRODUCT SPECIFICATIONS:

As a distributor, Filtera has relied upon information provided by third-parties for many of the product descriptions and performance characteristics contained in its catalog; and, Filtera makes no representation or warranty as to the accuracy of any such data and disclaims any errors or omissions therein. Filtera assumes no liability for any third-party warranties, either expressed or implied, including any liability for any use or fitness of those products for any particular purpose. Only the written and transferable warranties, if any, provided by the original manufacturer will be available to customers of Filtera. In the absence of any written warranty packaged directly with the product, all products should be considered purchased without warranty. Prices, terms, product designs, and product specifications are subject to change without notice.

ORDER ACCEPTANCE AND SHIP TIMES:

All sales are subject to the acceptance of the order by Filtera. In most cases, in-stock items are shipped within 2 business days (same day shipping in some cases). Ship times for non-stock or special order items vary depending on the product category and the manufacturer. Please request an estimated ship time when ordering.

No one from Filtera including any agent, salesperson, dealer or distributor has the authority to expand Filtera's obligation beyond the terms of this Statement of Business Policy, or to state that the performance or the product is other than published by Filtera.

Filtera and its suppliers have policies of ongoing research, development and product improvement: product designs and specifications may be changed without notice. Filtera distributes products from a number of manufacturers, and from time-to-time may substitute products from various sources, provided they are of a similar nature.