



### ***TwentyThreeC, LLC Conditions of Sale of Products***

All entities or Individuals who purchase ("Purchaser") Oxbox branded HVAC equipment ("Products") from TwentyThreeC, LLC, agree to the following terms and conditions and placement and acceptance of such Products orders signifies acceptance to these terms and conditions.

(A) Purchaser shall repair all Products they purchase and install free of labor charges to the consumer for a period of one year from the date installation. TwentyThreeC, LLC will supply all warranty parts free of charge to the Purchaser for the length of the published warranty for the applicable part(s). If the Purchaser cannot repair Product to the proper working order, TwentyThreeC, LLC reserves the right to send a qualified contractor to repair the Product at Purchaser's sole cost and expense. Purchaser agrees to reimburse TwentyThreeC, LLC for any such charges.

(B) Purchaser shall install all Products according to TwentyThreeC, LLC's installation instructions, recommended practices and guidelines. Purchaser will not sell to another contractor for installation with the intention of transferring liability to such contractor. Purchaser also agrees to comply with all codes and accepted industry practices and to maintain all necessary permits and licenses required by local and state authorities.

(C) Purchaser will use its best efforts to ensure consumer satisfaction in all aspects of Product sales, application, installation, and service. Purchaser also agrees to provide courteous and fair customer service to settle disputes promptly and fairly.

(D) Purchaser agrees to maintain a record of the location of all Products it purchases and installs including model and serial number of each piece, install date, end user name and address. Purchaser further agrees to make that Information available, at no charge to TwentyThreeC, LLC, for recall, repair and product safety notices when required at the request of TwentyThreeC, LLC, the Consumer Product Safety Commission or other regulatory agency.

(E) Purchaser agrees to not remove, disconnect or negate any safety device or features on Products. The Purchaser also agrees not to remove or alter any labels, plates, or tags attached to Products without prior instruction or consent of TwentyThreeC, LLC. The Purchaser further agrees not to alter any printed warranty, Use and Care Book or other Product literature without the written consent of TwentyThreeC, LLC.

(F) Purchaser agrees to take responsibility for delivering warranties, Use and Care Books, and other consumer literature packaged with the unit to the consumer. The Purchaser agrees to make sure to the best of its ability that the consumer understands the operation of the equipment, maintenance requirements and warranties.

(G) Purchaser agrees not to misrepresent the capabilities or benefits of Products to the consumer in any manner. The Purchaser further agrees to train its people in the use of Oxbox approved selling stories. TwentyThreeC, LLC agrees to make available training in sales and the approved selling story and associated sales tools.

(H) Purchaser agrees to pay for the Products ordered and received in accordance with the financial terms and conditions of the sale as established by TwentyThreeC, LLC. Every delivery shall be considered for billing purposes a separate transaction and payment thereof shall be made accordingly.

(I) EXCEPT FOR THE IMPLIED WARRANTY OF TITLE AND THE WARRANTIES CONTAINED IN PRINTED LIMITED WARRANTY DOCUMENTS, NO OTHER WARRANTY, WHETHER ORAL, STATUTORY OR IMPLIED, INCLUDING SPECIFICALLY AND WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, SHALL APPLY TO THE MERCHANDISE. TWENTYTHREEC LLC'S LIABILITY RESPECT TO SAID MERCHANDISE SHALL BE LIMITED TO TWENTYTHREEC LLC'S PRINTED LIMITED WARRANTY, AND IN NO EVENT SHALL TWENTYTHREEC, LLC BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING LOSS OF REVENUE OR LOSS OF PROFITS.

(J) The amount of any present or future sales, use, revenue or other tax applicable to the merchandise or to

the manufacture, sale or use thereof, shall be added to the purchase price and paid by Purchaser. Merchandise is sold F.O.B. nearest TwentyThreeC, LLC warehouse. Upon delivery to Purchaser or its agent (which shall include delivery to any carrier at nearest TwentyThreeC, LLC warehouse) of all or any portion of the merchandise, Purchaser assumes all property taxes, assessments and risk of loss or damages to or by the merchandise so delivered.

(K) Purchaser shall defend, indemnify and hold harmless TwentyThreeC, LLC, its parent, subsidiaries and affiliates and their directors, officers, employees and agents from and against any and all third party claims, losses, liabilities, penalties, damages, lawsuits, judgments, liens, encumbrances, costs or expenses, including reasonable attorneys' fees, expenses of litigation arising in whole or in part out of the negligent acts or omissions or willful misconduct of Purchaser or Purchaser's customers, if any.

(L) TwentyThreeC, LLC shall not be liable for delay or failure to perform its obligations resulting directly or indirectly from acts of god or other unavoidable situation, including but not limited to accidents and disruptions in supply, breakdowns in machinery or power and transportation shortages.

(M) Except as may otherwise be provided in a printed limited warranty, it shall be the Purchaser's responsibility to examine and inspect merchandise delivered and to notify TwentyThreeC, LLC, in writing, within ten (10) days of delivery of any complaints, including shortage. Failure to notify TwentyThreeC, LLC in writing within such time period shall constitute a waiver of the condition objectionable to Purchaser.

(N) Merchandise is sold at prices TwentyThreeC, LLC shall establish, which shall be subject to change, and which shall be in effect at the time of delivery. In the event of a price change, the applicable price shall be determined as follows: (i) orders for immediate delivery shall be sold at the effective price as of the order date; (ii) orders for future delivery shall be sold at the effective price as of the date of delivery.

(O) All sales are C.O.D. TwentyThreeC, LLC may, in its sole discretion, extend credit to the Purchaser, and may change or withdraw at any time any credit terms extended by it to the Purchaser. TwentyThreeC, LLC reserves the right to assign this invoice, any interest therein, any right or obligation, or any payment due or to become due from the date the merchandise is ready for shipment or delivery, or when TwentyThreeC, LLC would have been prepared to make shipment or delivery, except for delays caused or requested by Purchaser.