

Terms and Conditions of Sale

These terms and conditions of sale (these "Terms") govern the sale of all goods sold by Bus Climate Control ("BCC"), unless BCC and Buyer have entered into a definitive agreement, in which case such definitive agreement shall govern. These Terms shall prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. These Terms shall apply in lieu of any course of dealing between the parties or usage of trade in the industry. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions, which are hereby expressly rejected, and does not serve to modify or amend these Terms. The accompanying invoice or quotation and these Terms comprise the entire agreement between the parties and shall supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between the parties. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

Acceptance of Terms. Buyer acknowledges that by agreeing to purchase any goods or services from BCC, Buyer shall be deemed to have accepted these Terms. However, BCC shall have no obligation whatsoever to make any sale to Buyer or to extend credit to Buyer, except to the extent that BCC agrees to such sale by issuance of an order confirmation or acknowledgement.

Pricing and Payment. The price of the goods shall be as set forth on BCC's price list as of the date Buyer places an order, however is subject to change based on any new tariffs or duties. Goods prices are subject to change without notice to Buyer and are exclusive of any sales, revenue, excise or other taxes that may apply. Terms of payment are net 30 days from the invoice date, unless otherwise agreed upon in writing and so noted on each invoice. All payments shall be made in U.S. Dollars. An interest charge will be assessed by BCC on any invoiced amount not paid within the terms of each invoice. In the event that BCC incurs costs and expenses in collecting amounts due from Buyer or deems it necessary to institute legal action in order to collect delinquent accounts, Buyer shall pay all associated costs and expenses, including reasonable attorneys' fees. BCC shall be entitled to suspend the delivery of the goods if Buyer fails to pay any amounts when due. Buyer may not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with BCC for any reason.

Tariffs, Taxes, and Duties. Buyer is responsible for any tariff, tax, and/or duty charges or other fees presently or subsequently imposed by any law, order, regulation or ordinance of the federal, state or municipal governments on the sale, use, transportation, delivery or servicing of the goods sold hereunder.

Shipping and Risk of Loss. Unless otherwise agreed upon by the parties, delivery will be made F.O.B. BCC's factory, and risk of loss and title shall pass to Buyer upon shipment from BCC's factory. Unless specifically agreed in writing, shipment dates quoted are estimates, and BCC does not guarantee a particular date for shipment or delivery of goods. BCC shall not be liable for any delays, loss or damage in transit. BCC may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's quotation. Buyer shall be responsible for all loading costs and shall provide equipment and labor required for receipt of the goods.

Limited Access & Accessorial Deliveries. Customers are responsible for notifying BCC at the time of order if the delivery or drop-ship location qualifies as Limited Access (e.g., schools, churches, construction sites, prisons, storage facilities, military bases, etc.). Freight quotes provided by BCC are based solely on the information supplied at the time of order.

If a limited access location, special delivery requirement, or other accessorial service is not disclosed in advance, any additional carrier charges will be invoiced back to the customer. This includes, but is not limited to Limited Access Fees, Inside Delivery, Liftgate Service, Residential Delivery, Appointment/Notification Fees, Redelivery or Reconsignment, Detention or Storage Fees, Hazardous Materials Handling, Weekend/Holiday Delivery

Failure to provide accurate delivery details may result in additional charges and service delays.

Expedites. An expedite fee will be assessed for orders placed within the quoted product lead time, along with any costs to expedite materials from suppliers, unless an adequate forecast with sufficient lead time is in place for all required components. Material expedite costs will be negotiated and agreed upon as part of the expedite process. The buyer agrees to hold BCC harmless from any liability or late fees if the required-by date is not met

Changes and Cancellation. Any modifications to the work or materials from that stated in a quote issued by BCC must be pre-approved in writing by BCC. Approved changes in drawings or specifications may result in an adjustment in the contract price and/or delivery schedule. Cancellation shall be subject to BCC's approval and shall entitle BCC to all damages or losses (including loss of reasonable profits), and for cost and expenses incurred. If an order or forecast is canceled or changed within the lead time of the longest lead-time sub-component, the buyer will be responsible for the costs related to the order, including materials ordered, stocked materials, completed units, and partially built units, at BCC's discretion.

Return Policy. Buyer shall inspect the Goods at time of receipt. Buyer will be deemed to have accepted the Goods unless it notifies BCC in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by BCC. "Nonconforming Goods" means only the following: (i) goods shipped are different than identified in Buyer's purchase order; (ii) goods' label or packaging incorrectly identifies its contents; or (iii) any other issue acknowledged and approved for return by BCC, in its sole discretion. All returns must be accompanied by a valid Return Merchandise Authorization (RMA) number issued by BCC. Please reach out to BCC's Customer Service department within 30 days of receipt to request an RMA number and provide information regarding the nature of the problem, the invoice number under which the merchandise was purchased, and the date of the invoice for the goods in question. If approved for return, an RMA number will be provided. Each RMA can only be utilized once and exclusively for the specified items and quantities listed under the RMA.

Goods returned without an RMA number will be held for a period of no longer than 14 days, during which time customers may arrange for return shipment at their own expense. Buyer acknowledges and agrees that receipt of a credit for any returned goods is Buyer's exclusive remedy for the Nonconforming Goods. All credits issued for Nonconforming Goods must be used within one (1) year from the date of issuance.

A restocking fee of 25% shall be applied to all returns not returned due to quality issues.

Warranties. BCC warrants the goods manufactured by BCC will materially conform to BCC's applicable Manufacturer's Warranty Policy located at [www.bcc-hvac.com/customer-care/warranty].

Limitation of Liability. BCC's sole liability and buyer's exclusive remedy, whether under these terms or any other contract between BCC and buyer, under strict liability, for BCC's negligence, breach of contract or otherwise, is limited to: (i) for goods, a credit equal to the purchase price of returned goods, and (ii) for any processing or other services provided by BCC, the invoice amount for such services. In no event shall BCC have any liability for indirect, incidental, special, exemplary, punitive, or consequential damages, lost profits or revenues or diminution in value arising out of or relating to any breach of these terms, whether or not the possibility of such damages has been disclosed in advance by buyer or could have been reasonably foreseen by buyer, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Any claim for breach of contract or obligation must be brought within six (6) months after the breach occurs. BCC shall have no liability for claims not brought with this timeframe.

Spare Parts. BCC will ship spare parts ordered by Buyer using the most cost-efficient shipment method, unless otherwise agreed by BCC. Any Buyer that chooses to place a "collect" shipping term must include their shipping account number.

Due to costs of labor and packaging, all orders totaling under \$25.00 will be charged a "Handling Charge" equal to the difference between \$25.00 and the value of the ordered items, bringing Buyer's order total to \$25.00.

Orders that qualify for free freight are bound to the following guidelines:

- Free freight orders ship via ground only using a BCC preferred freight carrier.
- Import duties and fees are the responsibility of the Buyer.
- Free freight programs only apply to goods shipped directly to the Buyer.



Intellectual Property. The parties agree that BCC solely owns and retains any and all intellectual property and other property rights that may exist related to its goods and services sold to Buyer. Buyer shall have sole responsibility for any liability resulting from the manufacture and sale of goods using specifications provided by Buyer that results in an infringement of patent or other intellectual property right of a third party.

Governing Law and Submission to Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Pennsylvania. Any legal suit, action or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Pennsylvania in each case located in the City of York and County of York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Insurance. Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including goods liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon BCC's request, Buyer shall provide BCC with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

Compliance with Law. Each of the parties agrees to comply with any federal, state and local laws, regulations, ordinances, etc. that may apply to it as a result of purchase and sale of any goods or services, and also other conduct in furtherance of agreement to provide goods or services.

Termination. In addition to any remedies that may be provided under these Terms, BCC may terminate any purchase order or other contract it has with Buyer with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Waiver. No waiver by BCC of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by BCC. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Confidential Information. All non-public, confidential or proprietary information of BCC, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by BCC to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with these Terms or any quotation is confidential, solely for the use of performing under any quotation and may not be disclosed or copied unless authorized in advance by BCC in writing. Upon BCC's request, Buyer shall promptly return all documents and other materials received from BCC. BCC shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; (c) rightfully obtained by Buyer on a non-confidential basis from a third party; or (d) required to be disclosed by law or court order.

Assignment. Buyer shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of BCC. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under these Terms.

Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms may be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the quotation or invoice, or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Force Majeure. BCC shall not be liable for any damages resulting from delays or defaults arising due to acts of God, war, civil unrest, labor disputes, strikes, pandemics, epidemics, accident, fire, flood, government action, shortages in material or labor or any other cause beyond BCC's reasonable control. In such an event, BCC may at its sole discretion, delay the delivery date for any time lost due to causes specified herein, cancel a portion or all of Buyer's purchase order and/or apportion such goods among its customers, as it may consider equitable.

Severability. If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and shall not invalidate or render unenforceable such term or provision in any other jurisdiction.

Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law and Submission to Jurisdiction and Survival.

Environmental Responsibility. BCC is committed to environmentally responsible practices throughout the supply chain, including reducing waste, conserving energy, and minimizing carbon emissions.

Anti-discrimination. BCC is committed to providing equal opportunities to all customers regardless of race, color, religion, gender, sexual orientation, national origin, age, disability, or any other characteristic protected by applicable law.

Contact Information. To place an order, get assistance in goods identification, or to address any other questions, please contact toll-free:

Customer Service Department
1-800-673-2431, option 2
bcc.support@bcc-hvac.com

Technical Support Department
1-800-450-2211
tech.support@bcc-hvac.com