



Glacier Ozone

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253-737-8003
www.glacierozone.com

TERMS OF SALE

The sale of every Glacier Ozone generator, options and replacement parts are subject to the following terms:

OWNERSHIP AND DELIVERY

1. Seller shall transfer and deliver possession of the equipment to the carrier and until the carrier delivers possession of the equipment to Buyer, the Seller is owner of it and bears all risk of loss. On taking delivery of the equipment, the Buyer assumes all risk of loss until it is returned to the possession of Seller or to a carrier for delivery to Seller, irrespective of later acceptance or even no acceptance of the equipment.

INSPECTION

2. Equipment delivered, whether paid for or not is subject to inspection and approval by Buyer before acceptance. Buyer may reject and return to Seller at Seller's cost of packaging and transport any equipment that does not conform to the description of the equipment in this contract and such rejection and recovery of any amount paid on the price are the Buyer's only remedies.

3. Buyer shall inspect equipment delivered hereunder at its expense and shall within 24 hours after it takes possession of the equipment give written notice to the Seller of any claim that the equipment does not conform to this contract. If Buyer does not give such notice it is deemed to forego any right to reject the equipment.

RETURNED GOODS

4. Upon acceptance of goods a 20% restocking fee will apply to all returns for any reason other than non-performance of goods resulting from defects in material and/or workmanship.

WARRANTIES

5. All Glacier Ozone Generators are warranted unconditionally to be free of defects on all parts (excluding lamps) and labor for (1) One year from acceptance date. If a defect covered by this warranty occurs during the warranty period replacement parts will be sent to the Buyer and labor will be paid at \$65.00/hour upon RMA approval only. Optionally Buyer may request to have Glacier Ozone repair the unit. There is no charge for repair, however the buyer is responsible for all shipping charges. Glacier Ozone may at its discretion and upon written permission only opt to replace a unit that it determines to be non-repairable. In this case Glacier Ozone agrees to pay for shipping charges of the new unit.

INDEMNITY

6. Buyer shall indemnify Seller against and hold harmless Seller and its employees from all obligations, including any claims for legal cost that arise in connection with Buyer's operation of the equipment. Seller does not pay liquidated damages for any reason. Per Dealer Agreement Buyer accepts all responsibility for recommendations to customers and Glacier Ozone takes no responsibility for misuse or improper use of equipment or damages to individuals or property as a result of its ozone generators.

PERFORMANCE EXCUSED

7. Seller is excused from performing its obligations hereunder if its failure to perform is due to causes beyond its control, including but not limited to acts of God, acts of civil or military authorities, fire, flood, windstorm, earthquake, strikes, lockouts or other labor disturbances, war, general fuel or other energy shortages, delays in delivery of equipment from the manufacturer or delays in transportation.

ENTIRE CONTRACT

8. This contract sets out the entire agreement between the parties. Any amendment of this contract made by Buyer and not agreed to in writing by Seller and any provisions set out in any acknowledgment hereof, whether set out in this contract or in a separate document that are inconsistent with this contract are of no effect.

WAIVER

9. No provision of this contract may be amended or waived except by written agreement and any such waiver (a) is valid only in respect of the specific instance to which it relates and is not a continuing waiver and (b) is not to be construed as a waiver of any other provisions.

FURTHER DOCUMENTS

10. Each party undertakes to execute any further documents and do any further acts required to complete the sale of the equipment described herein.

ASSIGNMENT

11. Neither party is entitled to assign its interest under this contract without the previous written consent of the other party but Buyer may designate a consignee to whom the Seller shall deliver the equipment.

APPLICABLE LAW

12. This contract shall in all respects be governed by and construed in accordance with the laws of the State of Washington.

NOTICE

13. Any notice to be given by a party under this contract shall be in writing and may be sent by mail or facsimile transmission or delivered to the address set out at the beginning hereof, and no notice is effective until received by the other party.

CONTINUANCE

14. This contract enures to the benefit of and is binding on each party, its successors and permitted assigns.