



## CUSTOMER TERMS AND CONDITIONS

Price, specification, and terms are subject to change without notice. Airspace Filtration is not responsible for errors in typography and/or photography. All parts come with original manufacturer warranty and the respective manufacturers handle technical support. Customer pays return shipping on all services. Airspace Filtration reserves the right to refuse service to anyone.

### Airspace Filtration accepts the following Payment Methods

1. Visa, MasterCard, American Express
  2. Bank Wire Transfer. Your bank may charge you up to \$25.00 for this service. International wire transfer fees may be higher.
  3. Business Check made to the order of "W West Companies, LLC"
- Purchase Orders with extended Terms with must be approved by our Credit Department.

## CREDIT CARD AUTHORIZATION

Credit card issuers may place a temporary "authorization hold" on your account to verify that funds are available for a given purchase. In the event that the security code or billing address supplied by you does not match the records of your card issuer, the transaction will be voided and Airspace Filtration will not accept your payment. However, the card issuer may take up to 7 days to release the funds back into your account. Please contact your credit card issuer for more information on their authorization policies.

## GENERAL TERMS AND CONDITIONS

[Airspace Filtration Purchase Agreement](#): By accepting delivery of any product delivered from Airspace Filtration, you ("Customer") agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and Airspace Filtration. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from Airspace Filtration.



## MINIMUM ORDERS

Airspace Filtration supplies wholesale pricing of case lots only upon request. Distributor pricing is available. Please contact your salesperson for distributor pricing.

Payment Terms on Orders: An order is not binding upon Airspace Filtration until it is accepted. Airspace Filtration must receive payment of first order prior to shipping to its customer unless otherwise previously agreed in writing. Net Terms are available upon credit approval on all subsequent orders.

When credit terms have been established, Customer agrees to pay the amount due as specified on the invoice and agrees to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

Shipping Charges: Your total cost for purchase of any product will include shipping and handling charges, and shown on Airspace Filtration's invoice.

Processing Time: You can expect your order to be processed within two business days. Airspace Filtration aims to ship your order within 3-6 weeks of order placement unless otherwise communicated. We keep low stock inventory and we manufacture made to order due the HVAC industry's wide ranging sizes and raw material availability.

If you need an item by a certain date, please check with your sales person regarding availability of the item and shipping options.

Back Orders: Any items that are unavailable will be placed on back-order, and the remainder of your order will be shipped. Estimated ship dates will be provided however please note that these dates are "estimates" and not guaranteed to arrive on that date.

Order Status: Airspace Filtration will do everything possible to keep you informed of your order via e-mail. Your tracking number will be emailed to you once the item is shipped.

Change Orders: You may change your order, provided that your order has not yet been processed and shipped. Please contact your sales person directly with any changes to be made and please have your order number available.

Shipping Policy: Airspace Filtration carefully inspect all shipments. Customers must inspect their shipments upon delivery prior to signing the release. Customers who will not be signing for their order when it is delivered, are responsible to see that the person signing has read and understands Airspace Filtration's Terms and Conditions.

**Important!** You or your receiving agent **MUST** check your order immediately for accuracy and possible concealed damage. Undiscovered damage claims not noted on the delivery receipt cannot be made with a carrier or Airspace Filtration. **NO EXCEPTIONS!** When we ship we insure proper packaging and take pictures of each outbound shipment. Protect your investment! It is your responsibility to



check your shipment. Your signature on a shipping receipt is a legal release of claim for damage unless noted at the time of receipt.

An independent shipping contractor such as UPS, FedEx or a commercial trucking company will deliver the order. When the shipment arrives the driver will ask you to sign for the delivery. This is a legal document stating that the package is being delivered in good condition without damage and that the customer is waiving any additional claim from the shipper. Before signing, inspect the package(s) closely on all six sides. Note any box damage including scuffs, dents, tears, punctures or creases on the delivery receipt. If there is anything unusual with the package, the customer has the right to open it to inspect the contents.

If there is damage to the shipment, then you must refuse the package and contact Airspace Filtration immediately.

Cancellation/Rescheduling weather dependent.

[Cancellation Policy:](#) To cancel your order, please call during our normal business hours and speak with your sales representative or someone in our Customer service department. Provided your order has not yet been processed, and your credit card has not been charged there is no fee. If your order has already been processed and/or your card was charged, there is a 5% cancellation fee deducted from your refund. If any portion of your order has shipped, a 15% restocking fee will be deducted from your refund. The refund will occur within 48 hours of the receipt of the cancellation or the return of all products that have shipped.

[Return Policy:](#) Merchandise, except for products that were specially ordered and/or assembled for the customer, may be returned within 30 days of the receipt of the product.

Before returning items, it is necessary to call and speak with your sales representative to obtain an RMA # for your return. Fill out a [Return Merchandise Authorization Form](#) and once you have received your RMA # and been instructed where to return the item you are responsible for shipping charges back to that address. Once issued, RMA numbers are valid for 30 days from the date issued and items must be received in that time frame. Please reference this number in a clear location on the outside of the package when returning product. The Customer shall be responsible for the return of any unused product and agrees to use only reputable carriers capable of providing proof of delivery and insurance for the value of the shipment.

You will receive a refund or credit towards your account, provided the merchandise is returned in the original packaging, in new and resalable condition with the original blank warranty cards, manuals,



and all accessories. Airspace Filtration requires at minimum 48 hours to inspect a returned item prior to issuing a refund or credit. If any component of the returned product is missing, the return procedure is breached and Airspace Filtration may reject the return or may choose to impose additional charges for replacement of the missing component.

Product Listings: Airspace Filtration strives to be as accurate as possible in our product descriptions, information content, pricing, links and any other product information contained in or referenced on our site. However, occasional human error may occur and we therefore cannot guarantee that all product descriptions, specifications, pricing or any other content on the site is entirely accurate, complete, current, or that we are responsible for these errors. In the event that a product is listed at an incorrect price due to typographical, informational, technical or any other error, Airspace Filtration at its sole discretion shall have the right to refuse or cancel any order for that product and immediately amend, correct or remove the inaccurate information.

LIMITATION OF LIABILITY: IN ALL CIRCUMSTANCES MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. Airspace Filtration SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. Airspace Filtration SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT Airspace Filtration IS APPRISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

Title & Risk of Loss: Airspace Filtration will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) and risk of loss passes to the Customer upon delivery to the carrier. Airspace Filtration reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow Airspace Filtration to sign appropriate documents on Customer's behalf to permit Airspace Filtration to protect its purchase money security interest. Airspace Filtration will advise Customer of estimated shipping dates, but Airspace Filtration will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

Governing Law and Jurisdiction: Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Airspace Filtration and Customer shall be governed by the laws of the State of Ohio, without regard to its conflicts of law rules. Specifically, the United Nations Convention on the International Sale of Goods shall not govern the validity, interpretation, and performance of this agreement. Airspace Filtration and Customer consent to the exclusive jurisdiction and the venue of the State Courts of the State of Ohio, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agree not to bring any legal action, based upon any legal



theory including contract, tort, equity or otherwise, against Airspace Filtration that is more than one year after the date of the applicable invoice.

**Severability:** If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Ohio law.

**Waiver:** The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

**Entire Agreement:** These terms and conditions, together with Airspace Filtration's invoice respecting the products ordered by Customer, are the complete and exclusive agreement between Airspace Filtration and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Airspace Filtration and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.