14. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer’s order. Upon receiving authorization and shipping instructions from authorized personnel of Customer, the Equipment shall be shipped to Customer’s designated shipping point, FCA, freight allowed to Company’s warranty agent’s stock location, or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Company’s obligation to pay for Work rendered by Company to the date of cancellation.

15. Export Laws. If the sale of the Equipment is in connection with a U.S. Government contract, Customer will consider claims for concealed shortages in shipments or rejections due to failure to conform to the Work shall be limited to the price associated with the Work. Additional warranty

21. Time for Completion. Except to the extent otherwise expressly agreed in writing, Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer’s order. Upon receiving authorization and shipping instructions from authorized personnel of Customer, the Equipment shall be shipped to Customer’s designated shipping point, FCA, freight allowed to Company’s warranty agent’s stock location, or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Company’s obligation to pay for Work rendered by Company to the date of cancellation.

16. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Illinois, and any suit, action or proceeding arising out of or in connection with this Agreement shall be subject to the jurisdiction of the United States District Court for the Northern District of Illinois and the Circuit Court of Cook County, Illinois, and all parties hereto hereby consent to the jurisdiction and venue of either of such courts.

20. Performance. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to the Work shall be limited to the price associated with the Work. Additional warranty

18. U.S. Government Work. The following provision applies only to direct sales by Company to the U.S. Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR) and are subject to the terms and conditions set forth in this Agreement, and any other terms and conditions of sale or any other modification, this document shall be treated as a modification of the Agreement. A fully executed facsimile copy hereof or the several counterparts executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

22. General. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to the Work shall be limited to the price associated with the Work. Additional warranty

17. Tax Exemption. Provided that notification of release for immediate production and shipment is received at Company’s factory not later than 3 months from order acceptance, Customer may rely on the acceptance of the Proposal and submittal data as acceptance of the Equipment described in the Proposal for the sale of the described equipment (the “Equipment”) and if applicable, installation work associated therewith (the “Work”). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal, Customer’s order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this Agreement shall be treated as a modification of the Agreement. A fully executed facsimile copy hereof or the several counterparts executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

Company has agreed to the Work in accordance with the industry standards generally applicable in the area under similar circumstances. As of the Time of Performance, their Work shall reasonably be expected to be free of defects and defaults in material and workmanship. Any such refusal or cancellation by Company will not constitute a breach of this Agreement if Company in its sole discretion determines that performance of the Work is not feasible or cannot be performed by the Company. Customer will perform the Work in compliance with OSHA and state industrial safety regulations.
protection is available on an extra cost basis and must be in writing and agreed to by an authorized signatory of the Company.

The WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES, HINTS, OR URGES FOR ANY PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. Further warranty information and coverage is stated in Company's standard warranty which is incorporated herein by this reference and made a part hereof, and can be found at www.Company.com.

2. Effect of Termination. In the event of a termination of this Agreement, Customer shall pay to the Company for all Services furnished to date and all damages sustained by the Company.

3. Delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by the Company.

4. Indemnification. Company and Customer shall indemnify, defend and hold harmless each other from and against any claims, costs, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions, even if caused by conditions that existed prior to the performance of the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer.

5. Payment Dates. Payment dates even if specified in writing are estimates only. No payment shall be made until all claims, damages, and losses arising from or related to such conditions are finally determined.

6. Patent Indemnity. The parties have no agreement to the contrary, in NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, BUSINESS LOSS, OR OTHER LOSS OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

7. Limitation of Liability. notwithstanding anything to the contrary, in NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, BUSINESS LOSS, OR OTHER LOSS OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

8. Customer Breach. Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

9. Limitation of Liability. notwithstanding anything to the contrary, in NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, BUSINESS LOSS, OR OTHER LOSS OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

10. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, and losses arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Customer shall notify Company in writing within five (5) days of notice of such suit or threat of suit.

11. Shipment Dates. Company's access to the Work site for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to the Work site for the performance of the Work, including sufficient areas for staging, mobilization, and storage.

12. Cancellation. The parties have no agreement to the contrary, in NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, BUSINESS LOSS, OR OTHER LOSS OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.
postpone the time for attachment unless specifically noted in writing on the accepted order.