

MARS SALES COMPANY, INC.
(DBA Mars Air Doors, ARES and Mars)
SALES TERMS AND CONDITIONS
Effective January 1, 2010

Acceptance: By placing an order, customer agrees to Mars's terms and conditions stated herein. Any dispute shall be resolved based on these terms and conditions and governed by the laws of the State of California. The terms and conditions stated herein supersede any terms and conditions previously published.

Prices and Quotations: Prices are subject to change without prior notice. Mars's quotations are generally good for 30 to 60 days unless special terms are negotiated and agreed upon in advance and in writing. It is the customer's responsibility to confirm pricing before placing an order.

Product Changes: Mars reserves the right to change product design and specifications without notice.

Sale: Point of sale and purchase contract jurisdiction is Gardena, California. All orders are subject to credit review and approval. Minimum order is \$50 net (exclusive of discounts, sales tax, shipping, etc.).

Payment: Payment terms are Net 30 Days (unless special terms are negotiated and agreed upon in advance and in writing). We also accept Visa and MasterCard at the time of order placement only. If our invoice for customer order is not paid within the sixty days of its date, we reserve the right to revoke any applicable sales discounts, or multiplier, and charge interest at annum rate of 10% per year starting from the date of an invoice. The non-discounted price is the published list price that can be found in the Mars catalog. If an invoice is transferred from collection to collection agency or attorney, customer shall be responsible for all applicable legal and collection fees. Mars reserves the right to void warranty for non-payment of invoice.

Freight: Our freight terms are FOB Origin. Customer will be responsible for actual freight charges. When requested, customer will be responsible for expedited or guaranteed transportation charges and for applicable accessorial charges such as residential/school delivery, lift gate, notification, etc.

Delivery: Mars will do its best to meet customer's required delivery date. Under no circumstances, will Mars be liable for any economic consequential damages (including lost profits, savings, or additional costs) resulting from late delivery. Mars does not guarantee a specific delivery date unless customer agrees to reimburse Mars for guaranteed or expedited delivery. In this case, if Mars cannot ship on specified date, Mars will cancel expedited delivery service and any fees associated with expedited shipping charges.

Orders and Inspection: Mars equipment is inspected and tested before packaging and is shipped in working condition. Customer must inspect all orders upon receipt for accuracy. Any discrepancies or damages must be reported to Mars within five business days after receipt of a shipment from Mars. If equipment is found to be defective or incorrect, Mars will provide replacement at no charge to customer. Under no circumstances, will Mars be responsible for any economic consequential damages (including lost profits, savings and additional costs) resulting from incorrect or defective equipment being delivered and installed. Furthermore, Mars will not be responsible for expedited replacement of defective or incorrect equipment and any costs associated with replacement of incorrect or defective equipment. In certain cases, Mars at its own discretion, may choose to reimburse customer for costs associated with defective equipment provided by Mars. This reimbursement must be approved by Mars prior to performing any work to remedy the defect. If work is performed without prior approval, customer agrees to indemnify Mars of any otherwise recoverable costs. Under no circumstances, total reimbursement for a specific order shall exceed the net cost of equipment on that order.

Freight Damage: Mars equipment is inspected and tested before packaging and is shipped in working condition. Mars is not liable for damages to customer orders during transportation. It is customer's responsibility to inspect his order at the time of delivery to ensure its accuracy and condition. Any shortages or damages MUST be noted on freight carrier's bill of lading. Mars shall not be responsible for any shortages or damages (concealed damages) not noted on bill of lading. Concealed damages must be reported to freight carrier upon discovery, no later than ten days after the shipment was delivered. In the case of concealed damage, customer is responsible for filing freight claim directly with freight carrier. Customer will have to order replacement parts from Mars at published prices.

Changes: Changes to customer orders are generally made at no charge to customer. However, in certain instances additional charges may apply. Please consult the factory at the time of order revision for more information. Custom or modified equipment is not subject to the above guidelines, additional charges will apply.

Cancellations: If customer order has not been processed, there will be no cancellation charges. If customer order has been processed and put into production, there will be a cancellation charge of at least 35%, minimum \$250. If order has been processed and built, cancellation charges of at least 50% will apply. The factory will advise of actual cancellation charges at the time of cancellation. Custom or modified equipment is not subject to the above guidelines, higher cancellation charges will apply.

Returns: Customer must obtain Return Goods Authorization (RGA) number prior to returning any merchandise. All returned merchandise must be shipped in its original condition. Freight prepaid and customer may be subject to handling or restocking charges of at least 50%, or a minimum of \$1,000, for standard equipment and up to 100% for custom equipment. The factory will advise of actual handling or restocking charges at the time of return. Exchanges are subject to at least a 25% exchange fee, a minimum of \$1,000. Custom or modified equipment is not subject to the above guidelines, higher exchange charges will apply. If equipment is more than 90 days old, additional handling or restocking charges will apply.

Limitation of Liability: The liability of Mars with respect to any contract, equipment performance, manufacturer, sale, delivery, resale, installation, or use whether arising out of contract, negligence, strict tort, or under warranty, shall not exceed the purchase price of the equipment upon which liability is based.

Taxes: Any applicable sales taxes and/or other government charges upon production, sale and/or shipment of merchandise sold hereunder, not imposed by Federal, State, or Municipal authorities, or hereafter becoming effective, shall be added to the price herein provided, and shall be paid by customer.

WARRANTY COVERAGE, PERIOD, EXTENT, AND LIMITATIONS (Equipment only)

Mars warrants that Mars equipment 1) is free from defects in materials and workmanship and 2) conforms to Mars's published specifications. The warranty period for Mars equipment, except heated and custom models (WMI, WMH, and Windguard series) is five (5) years period commencing on its date of shipment. The date on customer's invoice is the date of shipment, unless Mars or your reseller informs you and Mars otherwise. For heated and custom models, (WMI, WMH, and Windguard series) the warranty period is an eighteen (18) month period commencing on the date of shipment.

Mars will provide free replacement of any part that fails as a result of a defect in material or manufacturer's workmanship. Changes in operational specification parameters that are different from those provided on the original purchase order are not covered.

Mars equipment is inspected and tested before packaging and is shipped in working condition. The warranty for Mars equipment only covers free-of-charge replacement of failed parts. The warranty does not cover labor and transportation expenses that may be required to provide and to install replacement parts. Because in many instances, it is impossible to determine cause of failure, customer may be responsible for transportation charges associated with replacement of failed part.

Mars does not warrant uninterrupted or error-free operation of Mars equipment. Under no circumstances is Mars liable for any of the following: 1) Third-party claims against you for damages; or 2) Special, incidental, or indirect damages or for any economic consequential damages (including lost profits and savings), even if Mars, its suppliers, or its reseller is informed of their possibility.

The warranty does not cover repair or exchange of Mars equipment resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance and installation by customer, or failure caused by a product for which Mars is not responsible. The warranty does not cover damages caused by mishandling during transportation.

The warranty is voided by removal or alteration of Mars equipment or parts identification labels, by improper installation of equipment, and resulting non-compliance to federal, state and local codes and regulations. Additionally, Mars reserves the right to void the warranty for non-payment of invoice.