

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR INSTALLATION
OF COMMERCIAL FANS
(EXPOSITION CENTER)
(Bid #1804-226)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Kiser Arena Specialists, Inc.** (hereinafter "Service Provider"), 243 County Road 281, Gainesville, TX 76240 (940-665-8058). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Response to Bid #1804-226 (including its Fee Proposal/Scope of Work), dated May 30, 2018, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$33,615.66, unless amended by a change order and approved by the Williamson County Commissioners Court.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. RFP #1804-226 (Commercial Fans for Williamson County Exposition Center);

B. Response to Bid #1804-226 (including its Fee Proposal/Scope of Work), dated May 30, 2018; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

IX.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in Service Provider's Response to Bid #1804-226 (including its Fee Proposal/Scope of Work), dated May 30, 2018, which is incorporated herein as if copied in full.

X.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

XI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose

any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XII.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

XIII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XII above.

XV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the 19 day of June, 2018.

WILLIAMSON COUNTY:


Authorized Signature

SERVICE PROVIDER:


Authorized Signature

XVII.


County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2018.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature



Authorized Signature

Exhibit "A"
**(Response to Bid #1804-226 (including its Fee Proposal/
Scope of Work), dated May 30, 2018)**

Bid Form**Commercial Fans for Williamson County Expo Center**

Williamson County is seeking suppliers to provide commercial fans for the outdoor arena and expo areas of the Williamson County Expo Center. The Expo Center currently has six (6) installed MacroAir AirVolution-D780 fans in operation. Installation of fans shall be turn key including mechanical installation of fans and controllers, electrical-pulling wires through existing conduit, including wiring and emt work in electrical room. Initial purchase will be for an additional five (5) fans (2-24' Fans & 3-18' Fans).

MacroAir AirVolution-D 780 (or equivalent) turn key price per fan:

24' Fan \$ 4,024

18' Fan \$ 3,699

Estimated Freight for five (5) fans:

\$ 680.66

Installation Cost for five (5) fans:

\$ 12,510.00

Installation Includes:

Mechanical installation of fans and controllers. Electrical - pulling wires through existing conduit, including wiring and emt in electrical room.

Installation Excludes:

Double Wall or Single Wall square or rectangular ductwork, motor starters, variable frequency drives, thermostats, controls, smoke detectors

Warranty Information:

MacroAir 12-year Service Life Pro-rated Limited Warranty.
See attached warranty information

05/25/2018

Quote #19222

PREPARED FOR

PREPARED BY

Eastern Williamson County Events Center

For: Arena & Covered Expo Fans
 Clint Chitsey
 5350 Bill Picket Trail
 Taylor, TX 76574
 512-352-4117
 clint.chitsey@wilco.org

Courtney Stevens
 Kiser Arena Specialists
 243 County Road 281
 Gainesville, TX 76240
 (940) 665-8058
 cstevens@kiserarenaspecialists.com

Thank you for choosing MacroAir Fans through North American Equine Distributor Kiser Arena Specialists!

Item Summary

Item Name	Quantity	Price/Unit	Total Price
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AirVolution

[#4203-MA] 480V Three Phase Power Unit, 50/60 Hz	2	\$0.00	\$0.00
[#AV24] 24 FT AirVolution Fan Blades	2	\$3,699.00	\$7,398.00
[#60-90006-00] AirVolution Universal Mount: I-beam Hardware Kit	2	\$0.00	\$0.00
[#30-90308-00] Digital Remote Assembly	2	\$0.00	\$0.00
[#50-802in-02] 02 ft - 02 ft 11 in / 0.61 m - 0.89 m Extension	2	\$325.00	\$650.00

AirVolution

[#4203-MA] 480V Three Phase Power Unit, 50/60 Hz	3	\$0.00	\$0.00
[#AV18] 18 FT AirVolution Fan Blades	3	\$3,699.00	\$11,097.00
[#60-90006-00] AirVolution Universal Mount: I-beam Hardware Kit	3	\$0.00	\$0.00

[#30-90308-00] Digital Remote Assembly	3	\$0.00	\$0.00
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Additional Options

Arena Fan #7 CAT5 - 280'	1	\$280.00	\$280.00
Arena Fan #8 CAT5 - 200'	1	\$200.00	\$200.00
Expo Fan #1 - 170'	1	\$170.00	\$170.00
Expo Fan #2 - 110'	1	\$110.00	\$110.00
Expo Fan #3 - 140'	1	\$140.00	\$140.00
Extra Wide Beam Plate Assembly	2	\$190.00	\$380.00

Items Subtotal	\$20,425.00
Estimated Freight	\$680.66
Total Cost	\$21,105.66
Tax (0%)	\$0.00
Installation	\$12,510.00
Grand Total Cost	\$33,615.66

Installation

Installation includes: Turn key-including mechanical installation of fans and controllers. Electrical-pulling wires though existing conduit, including wiring and emt work in electrical room.

Standard Exclusions: (Unless otherwise specified on this quote)Double Wall or Single Wall Square or rectangular ductwork, Motor Starters, Variable Frequency Drives, Thermostats, Controls, Smoke Detectors.

Financing

Financing options may be available.

Expiration

This quote will expire in 30 days.

WARRANTY INFORMATION

AIRVOLUTION

MacroAir 12-Year Service Life Prorated Limited Warranty

Warrantor: The warrantor for the limited warranties set forth herein is MacroAir Technologies Inc. ["MacroAir"].

Limited Warranty: This prorated limited warranty (this "Warranty") applies only to the original End-User (the "End-User") of any MacroAir Technologies' Six or Three Blade Fan(s) (individually and collectively, the "Product") and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by MacroAir for resale to an End-User.

What This Warranty Covers: In addition to the Lifetime Warranty on blades, hub, and frame; and the 3-Year Non-prorated Warranty, MacroAir warrants that the Product will have a "service life" (defined below) of Twelve Years from the date of purchase (the "Twelve-Year Service Life") when used in accordance with the operation and maintenance procedures prescribed in the MacroAir Installation and Owners Manuals. If MacroAir finds, in its sole discretion, that any Product has not provided the Twelve-Year Service Life, MacroAir will, as its sole obligation and the End-User's sole remedy for MacroAir's breach of this warranty, repair or replace the Product, at its option, F.O.B. MacroAir's factory, for a charge, payable by the End-User to MacroAir prorated on the following basis:

The End-User will be allowed a credit against the MacroAir's list price of equivalent equipment at the time of return of the Product to MacroAir, in proportion to the percentage of Twelve-Year Service Life remaining at the time of return of the Product to MacroAir. The End-User will assume responsibility to pay the balance of the list price; and MacroAir reserves the right to require payment prior to delivery of the repaired or replacement equipment.

For the avoidance of doubt, MacroAir's responsibilities under this Warranty are as follows:

Lifetime - Product repaired or replaced - Applies to Blades, Hub, and Frame, as described therein

3-Year Limited Non-Prorated Warranty - Product repaired or replaced - Applies to all Product components, as described therein

Year 4-12 - Unit Credit (\$) = Current List Price X $\frac{\text{Years of Unexpired Service Life}}{12 \text{ Years of Warranted Service Life}}$

Service Life: A MacroAir fan's service life is its expected lifetime, or the acceptable period of use in service. It is the time that a MacroAir fan can reasonably be expected to be 'serviceable' or supported by MacroAir.

What This Limited Warranty Does Not Cover: This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication, or incorrect installation; (d) repair or alteration not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment, or modification of any kind not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid: (a) unless the End-User returns to MacroAir the Warranty Registration Card or registers online within thirty (30) days of purchase; or (b) if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. MacroAir shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent.

Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. MacroAir shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent.

Limitation Of Liability: The remedies of the End-User set forth herein are exclusive and are the sole remedies for any failure of MacroAir to comply with its obligations hereunder. In no event shall MacroAir be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, cost of capital, claims of customers of the End-User or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of MacroAir hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based. MacroAir shall not be responsible for failure to provide service or parts due to causes beyond MacroAir's reasonable control.

End-User's Obligations: In order to receive the benefits of this Warranty, the End-User must use the Product in a normal way; follow the Product's Installation and Owners Manuals; and protect against further damage to the Product if there is a covered defect.

Other Limitations: MacroAir's obligations under this Warranty are expressly conditioned upon receipt by MacroAir of all payments due to it (including interest charges, if any). During such time as MacroAir has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, MacroAir shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

Costs Not Related To Warranty: The End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of MacroAir representatives outside the terms of this Warranty will be borne by the End-User.

Obtaining Warranty Service: Call MacroAir Technologies Inc., Customer Service Department at 909.890.2270. MacroAir will not accept any product for return, credit or exchange unless expressly authorized by MacroAir in writing and delivered FOB MacroAir factory with proper Return Authorization Number attached to the product.

WARRANTY INFORMATION

AIRVOLUTION

MacroAir 12-Year Service Life Prorated Limited Warranty

Warrantor: The warrantor for the limited warranties set forth herein is MacroAir Technologies Inc. ["MacroAir"].

Limited Warranty: This prorated limited warranty (this "Warranty") applies only to the original End-User (the "End-User") of any MacroAir Technologies' Six or Three Blade Fan(s) (individually and collectively, the "Product") and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by MacroAir for resale to an End-User.

What This Warranty Covers: In addition to the Lifetime Warranty on blades, hub, and frame; and the 3-Year Non-prorated Warranty, MacroAir warrants that the Product will have a "service life" (defined below) of Twelve Years from the date of purchase (the "Twelve-Year Service Life") when used in accordance with the operation and maintenance procedures prescribed in the MacroAir Installation and Owners Manuals. If MacroAir finds, in its sole discretion, that any Product has not provided the Twelve-Year Service Life, MacroAir will, as its sole obligation and the End-User's sole remedy for MacroAir's breach of this warranty, repair or replace the Product, at its option, F.O.B. MacroAir's factory, for a charge, payable by the End-User to MacroAir prorated on the following basis:

The End-User will be allowed a credit against the MacroAir's list price of equivalent equipment at the time of return of the Product to MacroAir, in proportion to the percentage of Twelve-Year Service Life remaining at the time of return of the Product to MacroAir. The End-User will assume responsibility to pay the balance of the list price; and MacroAir reserves the right to require payment prior to delivery of the repaired or replacement equipment.

For the avoidance of doubt, MacroAir's responsibilities under this Warranty are as follows:

Lifetime - Product repaired or replaced - Applies to Blades, Hub, and Frame, as described therein

3-Year Limited Non-Prorated Warranty - Product repaired or replaced - Applies to all Product components, as described therein

Year 4-12 - Unit Credit (\$) = Current List Price X $\frac{\text{Years of Unexpired Service Life}}{12 \text{ Years of Warranted Service Life}}$

Service Life: A MacroAir fan's service life is its expected lifetime, or the acceptable period of use in service. It is the time that a MacroAir fan can reasonably be expected to be 'serviceable' or supported by MacroAir.

What This Limited Warranty Does Not Cover: This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication, or incorrect installation; (d) repair or alteration not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment, or modification of any kind not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid: (a) unless the End-User returns to MacroAir the Warranty Registration Card or registers online within thirty (30) days of purchase; or (b) if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. MacroAir shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent.

Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. MacroAir shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent.

Limitation Of Liability: The remedies of the End-User set forth herein are exclusive and are the sole remedies for any failure of MacroAir to comply with its obligations hereunder. In no event shall MacroAir be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, cost of capital, claims of customers of the End-User or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of MacroAir hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based. MacroAir shall not be responsible for failure to provide service or parts due to causes beyond MacroAir's reasonable control.

End-User's Obligations: In order to receive the benefits of this Warranty, the End-User must use the Product in a normal way; follow the Product's Installation and Owners Manuals; and protect against further damage to the Product if there is a covered defect.

Other Limitations: MacroAir's obligations under this Warranty are expressly conditioned upon receipt by MacroAir of all payments due to it (including interest charges, if any). During such time as MacroAir has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, MacroAir shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

Costs Not Related To Warranty: The End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of MacroAir representatives outside the terms of this Warranty will be borne by the End-User.

Obtaining Warranty Service: Call MacroAir Technologies Inc., Customer Service Department at 909.890.2270. MacroAir will not accept any product for return, credit or exchange unless expressly authorized by MacroAir in writing and delivered FOB MacroAir factory with proper Return Authorization Number attached to the product.