

TERMS AND CONDITIONS

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All returns should be made to an AHP branch or as otherwise designated by AHP, and must be in resalable condition and accompanied with an invoice.

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Sales Tax

You are responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, you shall indicate which Products are tax exempt.

Freight and Delivery

Any dates or schedules which may be specified for the delivery of Products are approximate and estimated. AHP shall not incur any liability, either direct or indirect, nor shall any order be cancelled because, or as a result of, any delays in meeting delivery dates. Unless otherwise stated with the order, you will pre-pay for any freight costs associated with the delivery of Product to your destination. Any extra or additional charges or services rendered in transit or at the destination will be your responsibility. Title and risk of loss will pass to you upon delivery to a common carrier. However, title and risk of loss will pass to you upon delivery to your designated location if AHP makes such delivery by AHP employees.

Right to Subcontract

You agree that AHP may subcontract the performance of services to third parties. You authorize the AHP to disclose all information to the subcontractor, including confidential information necessary for such performance of services by the subcontractor.

Your Representations

You acknowledge that you are not an agent of AHP and you agree to comply with the applicable provisions of the Foreign Corrupt Practices Act. You warrant and covenant that you have not offered, agreed to pay or paid, either directly or indirectly, anything of value to a foreign official (defined under the Foreign Corrupt Practices Act), a foreign political party or party official, including a candidate, in connection with the purchase and resale of Product. Also, you represent and warrant that you are not on, or associated with any organization on the United States Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or the United States Department of the Treasury's Office of Foreign Assets Control lists, Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotic Traffickers-Kingpin, or Specially Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations, Embargoed Countries list, or Debarred Persons List; or are subject to a denial order issued by the United States Department of Commerce.

International Shipments

If you intend to export Product, you represent that you are purchasing the Products to be exported from the United States and importing them to the country specified in the purchase order. You agree that the Products will be shipped to that destination in compliance with the laws of such country. No re-export or diversion will occur. You will be responsible for obtaining and paying for all licenses, permits or similar governmental authorizations necessary for the exportation and importation of the Product. All costs associated with exportation and importation of the Product, including the selection and use of freight forwarders, will be the sole responsibility of you. At the time of Order, you agree to inform AHP of any NAFTA or other certificates of origin or other special documentation, packaging or product marking or labeling, but AHP shall not be responsible for providing any such documentation, packaging, marking or labeling, unless expressly agreed by AHP.

Third Party Payment Provider

If you elect to use a third party payment system provider ("Third Party Provider") and AHP is charged fees by the Third Party Provider, AHP reserves the right to seek reimbursement from you for any and all costs paid to the Third Party Provider for the transfer of funds, retrieval of payment detail, or any other purpose from the Third Party Provider.

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AHP may offer Products manufactured or assembled to your specifications ("Custom Product(s)"). AHP is not responsible for verifying or confirming the accuracy of specifications provided by you to AHP for Custom Products. **AHP'S LIMITED WARRANTY TERMS INCLUDED IN THIS AGREEMENT DO NOT APPLY TO CUSTOM PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE CUSTOM PRODUCT WILL BE YOUR SOLE REMEDY, AND ALL OTHER WARRANTIES ARE DISCLAIMED.** All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.

Cancellation

AHP must approve all Product order cancellations. Such cancellations may be denied or subject to restocking fees and other charges.

Materials of Trade

You represent that if you are purchasing Products as your "materials of trade," as defined in the Hazardous Materials Regulations in Title 49 of the Code of U.S. Federal Regulations, the Products shall be used in direct support of your business, such business does not concern transportation, and such Products shall not be resold or transported in a vehicle other than one owned by you.

Authority to Enter Agreement.

You represent that you are accepting the terms and conditions set forth in this Agreement on behalf of yourself and any person or entity on whose behalf you are accessing the Site. You also represent that all employees and representatives of the such person or entity who access www.airhydropower.com, or any other AHP website or application on behalf of the such person

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Indemnification

You agree to indemnify, defend and hold AHP, its parents, affiliates, subsidiaries, officers, employees, and website contractors, and each of their officers, employees and agents, harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation or breach of this Agreement or which arises from the use of User Content you submitted, posted, or otherwise provided to AHP or this Site.

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AHP shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship Product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of AHP in the conduct of its business.

Modification of Terms

No additions or modifications of AHP's terms and conditions by you shall be binding upon AHP unless agreed to in writing by an authorized representative of AHP. If a purchase order or other correspondence submitted by you contains terms or conditions contrary or in addition to the terms and conditions contained herein or in AHP's acknowledgment, AHP's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by you, and will not constitute a waiver by AHP of any of the terms and conditions contained in this Agreement or in AHP's acknowledgment. AHP reserves the right to accept or reject any order.

Governing Law and Venue

This Agreement shall be in accordance with, and shall be governed by the laws of the Commonwealth of Kentucky. You and AHP consent to all actions relating to the transactions between them being instituted and maintained in the Jefferson County, Kentucky circuit or district courts and/or the United States District Court for the Western District of Kentucky (at the AHP's

discretion) for all purposes of enforcing and/or resolving any disputes or claims. You waive any objection to any such action based upon lack of personal or subject matter jurisdiction or improper venue, and you agree that any process or other legal summons in connection with any such action or proceeding may be served by mailing a copy thereof by certified mail, or any substantially-similar form of mail, addressed to the you at your last known address, as contained in the AHP's records. You also agree that you will not commence or maintain any action in any court, administrative agency or other tribunal other than the Jefferson County, Kentucky, Circuit Court or the United States District Court of the Western District of Kentucky.

Severability

In the event any provision of this Agreement conflicts with the law under which this Agreement may be construed or if any such provision be held invalid by a court, such provision shall be deleted from this Agreement and this Agreement shall be construed to give effect to the remaining provisions hereof. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions.

Assignment

You shall not assign your rights, interests or obligations under this Agreement without AHP's written consent. Any actual or attempted assignment without AHP's prior written consent shall entitle AHP to cancel such order.

No Third Party Benefit

The provisions stated in this Agreement are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

Complete Agreement

The terms and conditions in: (i) AHP's forms; (ii) acknowledgments; (iii) quotations; (iv) invoices; (v) websites; (vi) catalogs; and (vii) extension of credit are incorporated herein by reference, and constitute the entire and exclusive agreement between you and AHP.