

TERMS AND CONDITIONS

1. ORDERING AND PAYMENT

a. Purchaser shall cause to be submitted by mail, email, or FAX purchase orders in the form set forth hereinabove ("Purchase Order" or "PO"). All POs submitted by Purchaser or its agent shall be deemed to incorporate these terms and conditions verbatim. No Purchase Order shall be binding on ZONO until accepted by ZONO.

b. ZONO Products are offered to Purchaser at ZONO's then current prices to Purchaser, available on request from ZONO or published to Purchaser by ZONO from time to time. Purchaser agrees to keep all terms of this Agreement, including pricing, confidential. Purchaser agrees to pay all invoiced charges, including, without limitation, for all ZONO Products, shipping, and warranty/service plans, as set forth in the Purchase Order.

c. Purchaser shall be solely responsible for all sales and use taxes, fees, duties, and tariffs, if any, applicable to the ZONO Products and levied by any taxing authority against any party, together with any penalties or interest in connection therewith ("Sales Taxes"), for the for the collection and proper remittance of the same; and for the proper determination of Purchaser tax exempt status, if applicable. In the event ZONO is required to pay any Sales taxes with respect to any ZONO Products sold pursuant to this Agreement, Purchaser shall reimburse ZONO for the same promptly upon ZONO's invoice.

d. **Late Payment.** Purchaser agrees that any unpaid balance not delivered to ZONO by the applicable invoice due date shall bear interest from the invoice date until paid at the rate of 1.5% per month or the highest rate allowed by applicable law, whichever is less. Purchaser agrees that ZONO has no obligation to ship any ZONO Products ordered by Purchaser during such time as any sum due and payable to ZONO by Purchaser remains unpaid.

e. **Attorney's Fees.** If ZONO or Warranty Provider retains an attorney to enforce the terms of this Agreement against Purchaser, Purchaser shall be liable to pay, upon demand, all such costs incurred, including reasonable attorney fees before or at trial, in arbitration, post-judgment or post-award, or in collections or bankruptcy.

2. SHIPPING

a. **Delivery Date.** ZONO shall use its best efforts to ship ZONO Products to Purchaser as requested on the applicable PO. Delivery dates are not guaranteed and are subject to inventory levels, which may vary from time, and other factors beyond Company's control.

b. **Shipping Options.** ZONO shall prepay shipping and delivery charges to Purchaser's location via third-party carriers using the shipping option requested by Purchaser. Available shipping options are shown below. Available shipping options are as follows:

i. **APPLICABLE TO ALL SHIPMENTS:** Carrier will call 24 hours in advance of delivery of ZONO Products to Purchaser, to set delivery appointment (three-hour window). Purchaser is required to meet delivery service within the appointed window, ensure sufficient building access for the delivery service to park, unload, and move the ZONO Products into the building if White Glove or LTL/Inside Delivery. Customer to inspect the Zono Products for damage before signing and accepting delivery. **ALL** packaging should be removed from ZONO Product while Carrier is present to allow for adequate inspection by customer. If unit is damaged, delivery should not be accepted. Photographs should be taken of the damage, and the sales representative and/or Zono corporate office should be contacted immediately while the delivery service is still on the premises, if possible. If necessary, delivery may be accepted if customer notes on delivery company acceptance documentation "Accepted with Damage Noted" along with a detailed description of the damage.

ii. **White Glove Delivery Service:** At time delivery appointment is made by Carrier, Customer to notify Carrier of the following: 1. Whether shipping crate will fit through center doors, 2. Any obstructions between offloading area to and through building to final resting location of equipment such as gravel, steps, difficult corners, door sizes, obstructions, etc., 3. Where in the center unit will be placed (service includes first floor only) and whether the floor is level, and 4. Any other special needs or circumstances that will affect delivery. Carrier will unload ZONO Products and carry into Purchaser's facility. If crate cannot fit through the door, Carrier will remove unit from pallet and uncrate, if necessary, in order to bring it inside the building. Carrier will unpack and set in place, assemble all carts, remove and properly disposes of all packaging materials. Unit should be plugged into a power outlet located directly behind the unit. **DO NOT USE AN EXTENSION CORD. ONLY ALLOW PERSONS WHO HAVE READ THE OWNER'S MANUAL TO USE THE ZONO.** White Glove Service may not plug any ZONO Sanitizers into an electricity supply or advise as to the operation of ZONO Products.

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iii. **Standard LTL Service with Inside Delivery:** LTL Service may not be used if access to the facility is through a single door (double door entrance is necessary). At time delivery appointment is made by Carrier, Customer to notify Carrier of the following: 1. Whether shipping crate will fit through center doors, 2. Any obstructions between offloading area to and into building such as gravel, steps, door sizes, obstructions, etc., and 3. Any other special needs or circumstances that will affect delivery. Carrier will unload ZONO Products, place unpackaged ZONO Products inside Purchaser's facility if the crate can fit through the door or outside if the crate cannot fit through the door. Crate size (in inches) is as follows: SC1—34 x 50 x 82; SC2—48 x 64 x 82; SC2 DD will be shipped in two separate 48 x 64 x 82 crates. Standard LTL (Inside Delivery) includes delivery through the threshold (door). It does not include the removal of the product from the pallet or placement of the unit in its final destination. For this reason, Standard LTL is not recommended for customers without resources to move the unit, which is not on rollers. Upon receipt of unit, customer should remove packaging and inspect for damage before signing to accept delivery. Customer also assembles carts, removes and properly disposes of all packaging materials. Unit should be plugged into a power outlet located directly behind the unit. **DO NOT USE AN EXTENSION CORD. ONLY ALLOW PERSONS WHO HAVE READ THE OWNER'S MANUAL TO USE THE ZONO**

iv. **Dock to Dock:** Carrier delivers Equipment to Purchaser receiving dock, by appointment (three-hour window). Customer to notify shipper in advance if lift gate will be needed. All packaging should be removed from ZONO Product by Customer while Carrier is still on premises to allow for adequate inspection by customer prior to signing to accept delivery. After receipt of unit, customer must assemble carts, remove and properly dispose of all packaging materials. Plug unit into a power outlet located directly behind the unit. **DO NOT USE AN EXTENSION CORD. ONLY ALLOW PERSONS WHO HAVE READ THE OWNER'S MANUAL TO USE THE ZONO.**

c. **Risk of Loss.** ZONO shall bear the risk of loss, damage to or destruction of ZONO Products during shipping and prior to delivery as requested. Upon delivery, Purchaser assumes all risk of loss, damage or destruction of ZONO Products.

d. **Acceptance of Equipment.** Purchaser agrees to inspect each item of delivered ZONO Products and shall provide written notice to Company within forty-eight (48) hours following delivery of any damage or shortage.

3. ZONO PRODUCTS WARRANTY. Warranty options and service plans that are (i) provided with the Purchase of ZONO Products, and (ii) available for additional purchase with the purchase of ZONO Products, are set forth in the Limited Warranty Agreement in **Exhibit A**. The Limited Warranty Agreement is activated by and commences upon the Purchase of applicable ZONO Products and forms a binding agreement between Warranty Provider and Purchaser. ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, OR BY ANY PERSON, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. REMEDIES AND LIMITATIONS. Purchaser's sole and exclusive remedy for any breach of any warranty provided in this Agreement, including those warranties disclaimed that may not be disclaimed under applicable law, or resulting from any nonconformity of the ZONO Products or any defect in material and workmanship, shall be the repair or replacement, at Warranty Provider's sole discretion and at its sole expense, of the applicable ZONO Product or part thereof. In no event shall ZONO, LLC, Zono Sanitech, LLC, or the manufacturer of the Equipment (including their members, managers, directors, officers, agents, employees, representatives, attorneys, parents, subsidiaries and affiliated entities) be liable for damages of any kind, under any theory of contract, tort, strict liability, or otherwise, including loss of use during any period of service or repair, or while awaiting delivery, lost profits, or any consequential, incidental, punitive, indirect or special damages, even if ZONO or Warranty Provider has been advised of the possibility of the same. Purchaser agrees that ZONO or Warranty Provider's non-waivable liability, if any, shall in no event exceed the amount of Purchaser's payment for the ZONO Products under this Agreement. Purchaser agrees that any claim it has or may have against ZONO or Warranty Provider relating to this Agreement or to any Zono Products, whether in contract, tort or otherwise, must be brought within one (1) year of the date such claim arose, or such claim shall be deemed to have been waived or time barred.

5. INDEMNIFICATION. Purchaser agrees to indemnify, defend and save harmless ZONO Technologies from and against all third-party claims, including reasonable attorneys' fees, arising from or in connection with the use of ZONO Products by Purchaser or its members, managers, employees, contractors, volunteers or agents.

6. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and supersedes any and all other oral and written communications and agreements with respect to the subject matter hereof. This Agreement shall not be modified or amended without the written consent of both parties. No additional terms and conditions of Purchaser pertaining to the ZONO Purchase shall be of any force or effect, and all shall be void, and shall not self-execute if not expressly rejected, including, without limitation, any terms added to any PO or other form or communication by Purchaser, unless ZONO, by its President, provides its written acceptance thereto. The headings and sections herein are for reference only. This agreement shall be construed according to its plain terms and not more or less favorably to either party as a result of its draftsmanship.

7. **WAIVER.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing.

8. **FORCE MAJEURE.** If ZONO Technologies or Warranty Provider is unable to perform any of its obligations hereunder, due to any event beyond its reasonable control, including without limitation weather and all other acts of God; war; terrorism; epidemic; pandemic; fire; heat; cold; explosion; flood; power or telephone failure; acts or omissions of any government or agency thereof; quarantine; compliance with requirements, rules, regulations or orders of any governmental authority or any instrumentality thereof; labor difficulty; supplier failure or delay; civil disorder; or breakdown or malfunction of machinery, transportation facilities or other equipment of any nature, then ZONO or Warranty Provider's performance shall be excused for the pendency of such event, provided that it shall use commercially reasonable efforts to limit the duration of any such delay.

9. **ARBITRATION.** This Agreement shall be deemed to have been entered into and performed in Fulton County, Georgia and shall be subject exclusively to Georgia law without regard to conflict of law. The parties agree that each shall be subject to the jurisdiction of the state and federal courts of Fulton County Georgia, and that venue shall be proper therein; provided, however, that, either party shall have the right to demand, prior to the filing of an answer in any suit in connection herewith (but not thereafter), and upon payment of the applicable case filing fee, that any dispute or controversy arising under or in connection with this Agreement, other than nonpayment by Purchaser of any sum due hereunder, shall be transferred to and shall be settled exclusively by arbitration by a single arbitrator, under the auspices of the American Arbitration Association, in accordance with its Commercial Arbitration Rules, in Fulton County, Georgia. The prevailing party in any suit or arbitration proceeding brought or instituted with respect to this Agreement shall be entitled to recover from the non-prevailing party, in addition to its damages and costs of arbitration or litigation, reasonable attorney's fees to be fixed by the arbitrator or court. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

10. **SEVERABILITY.** If any provision of this Agreement shall be deemed unlawful or unenforceable by any court or arbitrator, the remainder of the Agreement shall remain in full force and effect.

11. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their assigns. Warranty Provider is a third-party beneficiary of this Agreement where applicable.

12. **SURVIVAL.** Any provision herein that by its terms may extend beyond the delivery of the ZONO Products to Purchaser shall survive the termination of this Agreement for any reason.

13. **NOTICES.** All notices, requests, and communications required or permitted hereunder shall be in writing and sent to all other parties using the contact information first written above by (i) email and (ii) by certified or registered mail, return receipt requested, FedEx, or other similar overnight bonded mail delivery services, or via hand delivery. Notice will be effective on the date of receipt or, if mailed, upon the earlier of actual receipt or forty-eight (48) hours after being placed in the United States mail. Notice may be delivered via email but shall be effective only upon confirmation of delivery by the recipient; provided that it shall be the recipient's material duty hereunder to confirm such receipt promptly upon delivery. Any Party may change its contact information for notification purposes by giving all other Parties notice of the new contact information and the date upon which it will become effective.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.

15. **SIGNATURES.** This Agreement shall not be effective until signed by each party hereto; provided however that it may be signed in one or more identical counterparts, which shall together be deemed a single document. Signatures delivered electronically shall have the same force and effect as original signatures. This Agreement shall be deemed to have expired if signed by a single party and not signed by the other party hereto within seven days thereafter, with a copy delivered to the original signing party.

IN WITNESS WHEREOF, the Purchaser and ZONO have set their hands as written below.

Purchaser:

ZONO TECHNOLOGIES

By: _____

By : _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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 Ste 180 - 1303
 Atlanta, GA 30326
 Phone: 770-212-9201
 Fax: 478-225-5523
zonotechnologies.com

EXHIBIT A
LIMITED WARRANTY AGREEMENT

PURCHASER:

ZONO Sanitech, LLC, 147 Technology Parkway Ste. 100, Peachtree Corners, GA, 30092. Phone (404)

WARRANTY PROVIDER:

394-2232; Email service@zonosanitech.com

YOU AGREE THAT YOU ARE PURCHASING THIS LIMITED WARRANTY AGREEMENT (“WARRANTY AGREEMENT”) AS A PART OF YOUR ZONO SANITIZER PURCHASE. VALID WARRANTY AGREEMENTS BECOME EFFECTIVE UPON THE DATE YOUR ZONO SANITIZER IS DELIVERED. READ THIS WARRANTY AGREEMENT CAREFULLY—IT EXPLAINS THE WARRANTY COVERAGE YOU HAVE REQUESTED, PROVIDES YOU SPECIFIC RIGHTS TO HAVE YOUR PRODUCT REPAIRED OR REPLACED AT NO COST TO YOU DURING THE WARRANTY PERIOD, AND LIMITS OR WAIVES CERTAIN LEGAL RIGHTS YOU MAY OTHERWISE HAVE WITH RESPECT TO YOUR ZONO SANITIZER PURCHASE.

WARRANTY	Unit Price	Quantity	Total Price
Option 1: Standard Warranty (3 years following equipment delivery date)	N/A	Included	-
Option 2: ZONO+ Extended Service Plan (additional 2 years following Standard Warranty expiration)			
Option 3: Additional individual years of coverage (\$450 per year)			
Standard Warranty, and ZONO+ Extended Service Plans are provided by the following warranty service provider (“Warranty Provider”): ZONO Sanitech, LLC, 147 Technology Parkway Ste. 100, Peachtree Corners, GA, 30092. Phone (404) 394-2232; Email service@zonosanitech.com			

This Limited Warranty Agreement provides the sole warranties applicable to ZONO Sanitizers and related ZONO Products. To the fullest extent permitted by law, Warranty Provider and ZONO Technologies, for themselves and their officers, directors, members, managers, agents, attorneys, purchasers, affiliates, and assigns, specifically disclaim all other warranties, express or implied, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, even if they have been informed of such purpose.

Purchaser waives any right to assert any claims against Warranty Provider as a representative or member in any class or representative action, except where such waiver is prohibited by law or deemed by a court of law to be against public policy. To the extent Purchaser is permitted by law or court of law to proceed with a class or representative action against Warranty Provider, the parties agree that: (I) The prevailing party shall not be entitled to recover attorneys’ fees or costs associated with pursuing the class or representative action (not withstanding any other provision in this agreement); and (II) The party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action.

a. **Warranty of Performance.** The ZONO Sanitizer is a federally regulated pest-control product. During the Standard Warranty Period, Extended Warranty Period (if purchased), and ZONO+ ESP Period (if purchased), as applicable (the “Covered Period”). Warranty Provider warrants that, when used as directed in the Owner’s Manual, the ZONO Sanitizer will kill (A) 99.9% of Common Bacteria on non-porous, semi-porous and porous surfaces where “Common Bacteria” means Staphylococcus Aureus, Methicillin-Resistant Staphylococcus Aureus, Escherichia Coli, Streptococcus Pneumoniae, Streptococcus Pyogenes, Shigella Dysenteriae, Salmonella Enteritidis, and Pseudomonas Aeruginosa, and (B) viruses, such as Norovirus, on non-porous surfaces, at a disinfectant level. The optional Heating Unit (if purchased) kills lice and bed bugs. Subject to the warranties set forth herein, Purchaser acknowledges and agrees that it shall be solely responsible for the use of and the results from the Equipment and that Purchaser shall require all operators of the ZONO Sanitizer to read the Operating Manual prior to operating it or any Equipment. The ZONO Sanitizer is designed to be used as part of a comprehensive infection prevention and control program. Purchaser acknowledges that no claim is made or has been made to Purchaser with respect to the overall results or efficacy of a ZONO Sanitizer in connection with any specific infection prevention and control program, the success of which will depends on multiple factors beyond the control of the Warranty Provider.

b. **Standard Warranty and Service Plan (included with all ZONO Sanitizer purchases).** All ZONO Sanitizers and accompanying equipment purchased together with the ZONO Sanitizer (“Equipment”) shall be free of defects in material and workmanship for a period of three (3) years from the date on which the Equipment is delivered to Purchaser (“Standard Warranty Period”). Warranty

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Provider shall diagnose covered issues, if any, reported by Purchaser, and, in Warranty Provider's sole discretion, repair or replace Equipment as it shall deem necessary at its sole expense, including parts, labor, and shipping. Warranty Provider may repair or replace Equipment in place at Purchaser's location or require that Purchaser return items or components to a repair center designated by Warranty Provider at Warranty Provider's cost. Warranty Provider will provide, free of charge, at the beginning of both the second (2nd) and third (3rd) years of ownership, a replacement ozone sensor that Purchaser shall replace inside the ZONO Sanitizers by following instructions provided in the Owner's Manual. Required annual replacement of ozone sensor after two (2) years is not covered by the Standard Warranty. Warranty Provider may contact Purchaser offering to provide the appropriate replacement ozone sensor for Purchaser's Equipment, at Purchaser's expense, in the event that Purchaser has not pre-purchased such parts.

c. **ZONO+ Extended Warranty and Service Plan (optional purchase).** ZONO Sanitizers shall be free of defects in material and workmanship for two (2) additional years immediately following the expiration of the Standard Warranty Period ("ZONO+ ESP Period"). During the ZONO+ ESP Period, Warranty Provider shall diagnose covered issues, if any, reported by Purchaser, and, in Warranty Provider's sole discretion, repair or replace Equipment as it shall deem necessary, at its sole expense, including parts, labor, and shipping. Warranty Provider may repair or replace covered Equipment in place at Purchaser's location or require that Purchaser return items or components to a repair center designated by Warranty Provider at Warranty Provider's cost. Warranty Provider will provide, free of charge, one (1) replacement ozone sensor during each year of the ZONO+ ESP Period that Purchaser shall replace inside the ZONO Sanitizers by following instructions provided in the Owner's Manual. Additional years of warranty coverage may be offered for purchase, in Warranty Provider's discretion, to extend the "ZONO+ ESP Period."

d. **Purchaser Obligations.** During Covered Period, Purchaser shall promptly report to Warranty Provider any apparent ZONO Sanitizer malfunction and any service alert indicated on the ZONO Sanitizer's Display Screen. Warranty Provider and Purchaser agree to work promptly together to diagnose any issues affecting the performance of the ZONO Sanitizer and determine the need for service, repair or replacement of covered items during the Covered Period, and Purchaser agrees to follow all instructions in the Owner's Manual and any instructions given by Warranty Provider and its authorized technicians with respect to the ZONO Sanitizer. In the event that Warranty Provider ships a replacement part to Purchaser or provides Purchaser with a "loaner" part to be used while Purchaser's covered part is repaired, Purchaser shall pay Warranty Provider's full retail price, plus shipping, upon invoice, for any such part if Purchaser fails or refuses to return the damaged part or loaner part, as applicable, upon Warranty Provider's request and at its expense.

e. **Warranty Limitations.** The warranties and ZONO+ ESP set forth herein benefit only the Purchaser set forth above, are provided only during the applicable Covered Period, and are expressly limited to defects in materials and workmanship (and to provide for the annual replacement of the ZONO Sanitizer's ozone sensor pursuant to applicable coverage purchased). The Covered Period shall terminate, and all remaining warranties and service obligations shall be void, without refund to Purchaser, if Warranty Provider determines, in its sole discretion, that (i) Equipment damage is the result of abuse, accident, modification, misuse, neglect, failure to perform standard recommended maintenance, vandalism, theft, fire, water, or casualty; (ii) repair has been attempted without Warranty Provider's written permission (including opening machine for inspection) by any person other than Warranty Provider or its authorized technician' or (iii) the Equipment is no longer the property of the Purchaser set forth above. Scratches in sheet metal, glass or polycarbonate doors, or other cosmetic damages, including surface corrosion, from detergents, cleaners, lubricants or other chemicals are not covered.

f. **Limitation of liability and Indemnity.** Warranty Provider is not responsible for Purchaser's loss of use or income under any circumstances during such time as Equipment is nonfunctioning, under repair, or awaiting replacement. Purchaser's sole remedy for any claim against Warranty Provider shall be the repair or replacement of applicable Equipment. Purchaser shall indemnify, defend and hold harmless Warranty Provider (and its members, managers, employees and agents) from any damages, claims or losses, including, without limitation, consequential damages, exemplary damages, attorney's fees or defense costs, arising out of, in connection with, or related to Purchaser's operation, maintenance and use of the Equipment, including, without limitation: (A) any sickness, injury or death resulting from use of the Equipment in a manner for which it was not designed or intended or in any manner contrary to the instruction manual or any direction or instruction by manufacturer, Purchaser, service technician, or Warranty Provider; (B) any sickness, injury or death resulting from Purchaser's failure properly to secure or maintain the Equipment; (C) any sickness, injury or death resulting from improper use of the Equipment or any use of the Equipment by any person not trained by Purchaser in the use of the Equipment as required in the instruction manual; (D) any unauthorized modification of any Equipment; (E) any third party claim arising out of or connected with any claim of negligence, breach of duty of care, willful misconduct, breach of contract, legal violation, or other claim against Purchaser or its employees or agents, or in connection with any Equipment under Purchaser's jurisdiction or control.

g. **Arbitration.** Any dispute arising under the LIMITED WARRANTY AGREEMENT shall be settled exclusively by arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Warranty Agreement shall be governed by Georgia law, without respect to its conflict of law provisions. Venue for such arbitration, or any other dispute hereunder, shall be proper in and only in Fulton County, Georgia, where each party shall and does hereby agree, irrevocably, to personal jurisdiction and to waive any defense that the same is an inconvenient forum. Each party shall bear its own attorney's fees and costs of arbitration. Judgment may be entered on the arbitrator's award in any court having proper jurisdiction.