

# **AIRBENDER MANUAL**

with ClearScience Technology.



## **AIR PURIFICATION SYSTEM**

READ MANUAL CAREFULLY FOR PURPOSE AND OPERATION.



STATEMENT OF CONFIDENTIALITY: This document contains information that is proprietary as patents are in review with our legal team. It has been share with you in confidence and cannot be shared until the patents have been filed. This information will not be a part of any external communications.

In The ClearZone offers an all-natural automated disinfecting solution for businesses. Our patented products safely destroy a broad spectrum of viruses, bacterias and germs on a microscopic scale. Our product ensures that every corner and crevice of each room gets disinfected, killing germs on both hard and soft surfaces and in the air. The automated nature of the process provides peace of mind, eliminating the concern for human error that is inevitable in conventional cleaning systems as germs are invisible to the naked eye. Your staff can safely use our products by setting the timer and leaving the room, helping increase the productivity of your employees, while decreasing costs and keeping people safe. Other benefits of using our all-natural solution are decreased month-to-month chemical refill costs while working towards creating a greener and more sustainable future. We look forward to getting your business In The ClearZone.

**OVERVIEW:**

The AirBender is designed to provide years of trouble-free, low maintenance operation. Be sure to read and follow all service procedures outlined in this owner's manual, and use only genuine In The ClearZone replacement parts available from your Independent Distributor/Contractor or by contacting In The ClearZone.

**AUTHORIZATION MEMORANDUM:**

**WARNING:** To reduce the risk of injury, the user must read and understand the manual before using this product.

By purchasing this product, you agree to have: carefully assessed the Manual for In The ClearZone's Airbender Mini, Classic and Pro systems. This document has been completed in accordance with the requirements of System Development Methodology.

By purchasing this product you agree to: fully accept the changes as needed improvements and authorize initiation of work to proceed. Based on your authority and judgment, the continued operation of this system is authorized.

**PACKAGE CONTENTS**

Manual

Terms and Conditions

# **IMPORTANT INSTRUCTIONS - OPERATORS MANUAL**

## **AIRBENDER™ Manual**

Automated ozone generator with UV quenching agent.

This product is intended for use as an air and surface disinfectant.

This generator is for commercial operation in unoccupied spaces only.

It is not intended for residential use.

### **READ AND SAVE THESE INSTRUCTIONS**

READ CAREFULLY BEFORE ATTEMPTING TO OPERATE OR MAINTAIN THE PRODUCT DESCRIBED. PROTECT YOURSELF AND OTHERS BY OBSERVING ALL SAFETY INFORMATION. FAILURE TO COMPLY WITH INSTRUCTIONS COULD RESULT IN PERSONAL INJURY AND/OR PROPERTY DAMAGE!

Have a Question? Need a Part?  
Contact In The ClearZone Customer Service:  
1-226-236-8986 M-F 8AM-5PM ETS.

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## READ AND SAVE THIS MANUAL

### WARNING

- NEVER USE WITH AN EXTENSION CORD. DO NOT PLUG THE UNIT INTO ANY OTHER CORD CONNECTED DEVICE, SUCH AS A POWER STRIP, SURGE PROTECTOR, MULTIPLE OUTLET ADAPTER, CORD REEL OR OUTLET-TYPE AIR FRESHENER. THE USE OF SUCH DEVICES MAY CREATE A FIRE HAZARD. DO NOT PLUG MULTIPLE DEVICES IN THE SAME OUTLET OR ON THE SAME CIRCUIT AS THE UNIT.
- FAULTY WALL OUTLET CONNECTIONS MAY CAUSE THE WALL OUTLET TO OVERHEAT. BE SURE THAT THE UNIT PLUG FITS TIGHTLY INTO THE OUTLET BEFORE EACH USE. DURING USE, CHECK TO MAKE CERTAIN THE UNIT PLUG IS NOT OVERHEATING. IF NECESSARY HAVE A QUALIFIED ELECTRICIAN CHECK AND/OR REPLACE THE WALL OUTLET. DO NOT USE THIS UNIT WITH ANY SOLID-STATE SPEED CONTROL DEVICES.
- Make certain that the power source conforms to the electrical requirements of the unit.
- Extreme caution is necessary when any Unit is used by or near children or invalids. The unit should not be left operating unattended. Never leave children unattended when the unit is on or plugged in.
- This appliance has a polarized plug (one blade is wider than the other). To reduce the risk of electric shock, this plug is intended to fit in a polarized outlet only one way. If the plug does not fit fully in the outlet, reverse the plug. If it still does not fit, contact a qualified electrician. Do not attempt to defeat this safety feature.
- DO NOT use the unit in areas where gasoline, paint, or flammable liquids are used or stored. DO NOT use the unit in locations where flammable or explosive chemicals are stored, or in wet atmospheres.
- Do not operate any unit with a damaged cord or plug or after the unit malfunctions or has been dropped or damaged in any manner. To disconnect the unit, turn the unit OFF, then remove the plug from the outlet.
- Always unplug the unit when not in use. Unplug the power cord before servicing or moving the unit.
- Do not insert or allow fingers or foreign objects to enter any ventilation or exhaust opening as it may cause an electric shock, fire, or damage to the unit. Do not block or tamper with the unit in any manner while it is in operation.
- Do not block air intake or exhaust in any manner. Do not place it on soft surfaces, like a bed, where openings may become blocked. Do not depend on the on/off switch as the sole means of disconnecting power when servicing or moving the unit. Always unplug the power cord.

## 1.0 GENERAL INFORMATION

### 1.1 System Overview

An intelligent system for disinfecting enclosed spaces:

- A powerful ozone generator for disinfection with a UV quenching agent
- System name or title: The AirBender (Mini, Classic or Pro)
- Operational status: Operational
- System category:
  - Disinfects hard and soft surfaces
  - Purifies the air in enclosed, uninhabited spaces
  - Automated machinery
- Weight: 13lbs
- Dimensions: 9X9X20 inches
- Motor: 900W
- Replaceable Parts: Ozone plates (12 months), UV lights (depending on use every 6 -12 months)

### 1.2 Package Details

With the AirBender, you will receive Machine, Power Cord, UV lights, Ozone Generators, Manual (*additional marketing materials are available upon request*).

### 1.3 Points of Contact

**Madison De Sousa** - Customer Service [madison@clearzone.ca](mailto:madison@clearzone.ca) 226-236-8986

**Jenessa Olson** - Hardware Management [jenessa@clearzone.ca](mailto:jenessa@clearzone.ca) 519-933-1722

### 1.4 Authorized Use Permission

In The ClearZone provides comprehensive and sustainable disinfecting solutions for commercial spaces to meet your businesses needs. In The ClearZone provides access to a variety of resources through the website, [www.clearzone.ca](http://www.clearzone.ca) and through access to our technicians, including documentation and other product information, marketing communications, and other services including set up, servicing hardware and customer service. The Documentation and Services are subject to the following Terms of Use unless we have provided those items to you under more specific terms, in which case, those more specific terms will apply to the relevant item. In The ClearZone reserves the right to update the TOU at any time without notice to you.

### 1.5 System Summary

The AirBender creates high levels of ozone gas to kill bacteria and viruses; the fan disperses the ozone into all areas of the room to ensure everything is disinfected and the destroyer turns the ozone back into breathable oxygen when the disinfecting treatment is complete. The power button controls operation time in minutes (pre-programmed). The operator places the system in a room and returns when the treatment is complete and the room is safe to enter.

### 1.6 User Access Levels

All operators must have read and understood the operators manual and completed the certification program prior to use. All operators must follow the guidelines for use in their space. The certification program can be obtained by contacting In The ClearZone Customer Service or your Distributor / Independent contractor.

## 2.0 GETTING STARTED

### 2.1 Treatment Overview

The operator plugs the AirBender into an outlet, positioning it in an optimal location for airflow. The operator will turn it on and exit the space. The AirBender will begin to emit ozone to disinfect the space immediately after it has been turned on. Once the required concentration level has been met, the AirBender will stop emitting ozone, the UV lights will turn on to neutralize the ozone and continue the sanitization process. Once the system process has been completed, the AirBender will switch off and the room can be re-entered by the operator. The operator can then reenter the room.

### 2.2 The Mini, Classic and Pro

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The AirBender Mini, Classic and Pro, have been pre-programmed for optimal use in their specific room size:

- Mini for spaces up to 400 square feet with an operating time of 30 minutes,
- Classic for spaces up to 1000 square feet with an operating time of 65 minutes,
- Pro for spaces up to 1500 square feet with an operating time of 100 minutes.

No other programming is required.

### 2.3 Set-Up

Prior to use, the operator will complete the Certification Program and is required to have read through the manual thoroughly. Once training is complete, the operators can use the product safely.

#### The AirBender Set-Up:

- 1) Ensure there are no People, Plants or Pets in the space
- 2) Set the AirBender either in the middle of the room, if the room is large, or near the entrance so that the air will flow into the centre of the room
- 3) Seal all doors and vents that lead to adjacent, occupied rooms
- 4) Plug the AirBender into a wall outlet
- 5) Press the Power Button
- 6) Exit the space
- 7) The AirBender will begin to emit ozone immediately and automatically switch to emitting UV
- 8) Once the programmed operating time is finished, the machine will turn off
- 9) The operator can enter the room to remove the AirBender and seal the door behind them
- 10) The operator is not to touch anything in the room while obtaining the AirBender

**NOTE:** Be ready to quickly leave the room as ozone will be emitted immediately. Do not return until the machine is powered off, indicating that the disinfection process is complete and ozone levels have been decreased. **WARNING:** Do not allow familiarity with tools to make you careless. Always follow directions closely. **WARNING:** Do not use any attachments or accessories not recommended by In The ClearZone with this tool. The use of attachments or accessories not recommended can result in serious personal injury. In The ClearZone is not responsible for injury due to the use of additional attachments or accessories.

### 2.4 Operation

Once the AirBender has been turned on it will begin to emit ozone and disinfect the space. Once the room has been disinfected, the AirBender will turn the ozone off and turn on the UV lights to neutralize the ozone, leaving the room safe to enter when the second timer has gone off. Once the total programmed treatment is complete, the AirBender will automatically turn itself off.

#### 2.4.1 Applications

You may use this tool for the purpose of general disinfection of most enclosed commercial spaces. Not for use in residential spaces.

#### 2.4.2 Using The Power Cord

Connect the male end of the power cord to the power source. Make sure the power cord is secured before beginning operation.

#### 2.4.3 Starting

Press the Power Button on top of the machine.

#### 2.4.4 Emergency Stop

An emergency stop can happen by unplugging the machine from the wall.

#### 2.4.5 Exit System

The machine will automatically turn off when the treatment is complete.

### 2.5 Replacement Parts

Contact In The ClearZone or your Independent Distributor/Contractor to reorder replacement parts. Depending on usage, UV lights and the ozone generators should be replaced every 6-12 months or 6,000 hours. Contact In The ClearZone or your Independent Distributor / Contractor for details on reordering parts. **WARNING:** When servicing, use only identical replacement parts from In The ClearZone. Use of any other part could create a hazard or cause product damage. Please contact In The ClearZone for



replacement support. In The ClearZone is not responsible for personal injury or product damage if parts are replaced incorrectly.

### 3.0 SAFETY INFORMATION

#### 3.1 Work Area

Keep your work area clean and well lit. Clutter around the AirBender and dark areas invite accidents.

#### 3.2 Electrical Safety

Do not defeat the safety purpose of the polarized or grounding-type plug. A polarized plug has two blades with one wider than the other. A grounding type plug has two blades and a third grounding prong. The wide blade or the third prong are provided for your safety. If the provided plug does not fit into your outlet, consult an electrician for the replacement of the obsolete outlet.

Protect the extension cord from being walked on or pinched particularly at plugs, convenience receptacles, and the point where they exit from the product. Check extension cords before each use. If damaged, replace it immediately. Never use a product with a damaged cord since touching the damaged area could cause electrical shock resulting in serious injury. Constantly stay aware of cord location. Unplug this product during lightning storms or when not in use.

#### 3.3 Personal Safety

Dress properly. Keep your hair, clothing, and gloves away from moving parts. Loose clothes, jewellery, or long hair can be caught in moving parts or drawn into air vents. Avoid wearing loose-fitting clothes to ensure nothing becomes wrapped in the fan blade.

Prevent unintentional starting. Ensure the machine is off before connecting to the power source.

Do not overreach. Keep proper footing and balance at all times. Proper footing and balance enable better control of the product in unexpected situations.

Do not use on a ladder or unstable support. Stable footing on a solid surface enables better control of the product in unexpected situations.

Do not operate AirBender in enclosed space with human, plant or animal occupancy. Do not operate AirBender when standing in proximity or directly in front of it.

If there is any indication that the AirBender did not reverse the ozone back into oxygen, do not enter the room. Wait at least three hours before entering the room and immediately call an In The ClearZone technician.

#### 3.4 Product Use & Care

Do not use solvents when cleaning the machine. Most parts are susceptible to damage from various types of commercial solvents and can be damaged by their use. Use clean, dry cloths to remove dirt, dust, oil, grease, etc. If using solvents, apply them to a cloth and wipe on external parts of the machine. No chemicals should be sprayed directly on the machine.

Do not use it if the power button does not turn the machine on.

Do not use a product that is damaged or modified. Damaged or modified products may exhibit unpredictable behaviour resulting in fire, explosion, or risk of injury.

Do not insert fingers into the machine while it is running. If there is a problem with interior parts, please contact In The ClearZone immediately.

Do not crush, drop or damage any part of the AirBender.

Do not operate near any heat sources such as radiators, heat registers, stoves, or other apparatus (including amplifiers) that produce heat. Do not operate near any flames or where there is a risk of flames. Following this rule will reduce the risk of electric shock, fire, or serious personal injury.

To reduce the risk of electric shock, do not use this generator near water.

For general disinfecting use only. Do not use near exhaust hazardous or explosive materials or vapours.

To reduce the risk of personal injury and electric shock, the AirBender should not be played with or placed where small children can reach it.

**WARNING:** Always unplug the extension cord from your product when you are assembling parts, making adjustments, cleaning, or when not in use. Unplugging the extension cord will prevent accidental starting that could cause serious personal injury. In The ClearZone is not responsible for injury due to the use of extension cord during assembly, adjustments, cleaning or when the machine is not in use.

### 3.5 Service

Have your AirBender serviced only by an In The ClearZone technician using only identical replacement parts. This will ensure that the safety of the AirBender is maintained.

Never service damaged parts yourself. Service of AirBender parts should only be performed by the In The ClearZone or authorized service providers.

Know your AirBender. Read the operator's manual carefully. Learn its applications and limitations, as well as the specific potential hazards related to this product. Following this rule will reduce the risk of electric shock, fire, or serious injury.

If you loan someone this machine, loan them these instructions also.

## 4.0 ELECTRICAL

### 4.1 Double Insulation

Double insulation is a concept in safety in electric products, which eliminates the need for the usual three-wire grounded power cord. All exposed metal parts are isolated from the internal metal motor components with protecting insulation. Double insulated products do not need to be grounded.

**NOTE:** Servicing a product with double insulation requires extreme care and knowledge of the system and should be performed only by an In The ClearZone technician. For service, we suggest you return the AirBender to your nearest authorized service centre for repair. Always use original factory replacement parts when servicing.

### 4.2 Electrical Connection

When using the AirBender at a considerable distance from a power source, be sure to use an extension cord that has the capacity to handle the current the product will draw. An undersized cord will cause a drop in line voltage, resulting in overheating and loss of power. Only round jacketed cords listed by Underwriter's Laboratories (UL) should be used. **WARNING:** Keep the extension cord clear of the working area. Position the cord so that it will not get caught on lumber, tools, or other obstructions while you are working with this product. Failure to do so can result in serious personal injury. Check extension cords before each use. If damaged, replace it immediately. Never use a product with a damaged cord since touching the damaged area could cause electrical shock resulting in serious injury

## **IMPORTANT CONTENT - TERMS OF USE**

### **TERMS AND CONDITIONS**

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### **READ AND SAVE THIS DOCUMENT**

Have a Question? Need a Part?  
Contact In The ClearZone Customer Service:  
1-226-236-8986 M-F 8AM-5PM ETS.

## READ AND SAVE THESE TERMS AND CONDITIONS

### It is the nature of business today that we must post our official Terms and Conditions of Sale.

THESE TERMS AND CONDITIONS GOVERN IN THE CLEARZONE'S SALES TO YOU, OUR BUYER, UNLESS OTHERWISE STATED IN THE TERMS AND CONDITIONS BELOW. BY PURCHASING PRODUCTS FROM IN THE CLEARZONE, BUYER CONFIRMS ITS AGREEMENT WITH THESE TERMS, AND AGREES THAT, EVEN IF BUYER SENDS IN THE CLEARZONE ANOTHER FORM OF AGREEMENT OR TERMS, OR MODIFICATIONS TO THESE TERMS, AND IN THE CLEARZONE DOES NOT EXPRESSLY ACCEPT SUCH AGREEMENT, TERMS OR MODIFICATIONS IN WRITING, THESE TERMS SHALL GOVERN.

Please understand that In The ClearZone Corp. will support our customers and attempt to resolve any dissatisfaction you have with our products or services.

Please call us and discuss any situation for which you have not received proper service or have incurred a difficulty with a material product that you have purchased from us. If you would prefer to drop an e-mail to us, please do so at [jenessa@clearzone.ca](mailto:jenessa@clearzone.ca) and you will receive a prompt response.

1. **DEFINITIONS.** As used below,

"In The ClearZone", "ClearZone", "we" or "us" means In The ClearZone Corp., an Ontario corporation and their subsidiaries and affiliates, or, in connection with sales made outside Canada or the United States of America by a local affiliate, the local affiliate.

"Product" means any product made by In The ClearZone.

"Buyer" means a party purchasing any Product by In The ClearZone.

"Terms and Conditions", "Terms of Use" and "Terms" means In The ClearZone's Terms and Conditions.

References herein to "the Contract" relate to any sales contracts, purchase orders, and any other communication relating to the sale and delivery of the Products, which are all subject to these Terms and Conditions of Sale.

If the Buyer resides in Canada, these Terms shall be governed exclusively by, and interpreted in accordance with, the laws of Ontario and Canada therein, without giving effect to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any sale of Products and is expressly excluded.

BY REQUESTING A QUOTE FROM CLEARZONE OR PRESENTING AN ORDER TO IN THE CLEARZONE AND ABSENT A SIGNED SALES AGREEMENT, BUYER CONFIRMS THAT THESE TERMS AND CONDITIONS SHALL GOVERN ALL PURCHASES OF PRODUCTS OR SERVICES BY BUYER FROM IN THE CLEARZONE, AND NO CHANGES OR ADDITIONAL OR DIFFERENT TERMS (EVEN IF CONTAINED IN A PURCHASE ORDER ACCEPTED BY IN THE CLEARZONE, OR OTHERWISE) WILL CHANGE THESE TERMS AND CONDITIONS UNLESS SPECIFICALLY ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IN THE CLEARZONE. NO IN THE CLEARZONE EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE TERMS AND CONDITIONS VERBALLY. THESE TERMS MAY BE MODIFIED ONLY BY THE WRITTEN, SIGNED AGREEMENT OF BUYER AND AN AUTHORIZED REPRESENTATIVE OF IN THE CLEARZONE. IN THE CLEARZONE OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOWDOWN" TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO IN THE CLEARZONE, UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF IN THE CLEARZONE.

2. **PRODUCT QUANTITY.** ClearZone will not be required to deliver a quantity of Product exceeding that specified in the Contract.
3. **PRICES AND DELIVERY.** Product prices are determined by the applicable Sales Agreement, if any. In the absence of a Sales Agreement, prices are determined by ClearZone's written or emailed confirmation of Buyer's order or, in the absence of a confirmed order, Buyer agrees to pay the prices quoted by ClearZone, and is responsible for additional applicable shipping and handling charges, taxes and duties. Unless otherwise stated, all goods will be delivered CIF to a facility specified by Buyer, and payment will be due upon order unless other financing options have been previously agreed to and authorized. Buyer agrees to reimburse ClearZone for ClearZone's costs of collection should Buyer fail to pay ClearZone in a timely manner, including reasonable legal fees and interest at the annual rate of LIBOR plus 5% (or the maximum allowed by applicable law, whichever is lower). Risk of loss or damage to Products will pass to Buyer. All delivery dates are estimates only.
4. **CREDIT AND DEFAULT.** Buyer represents and warrants to ClearZone that it is solvent at the time this contract is made and Buyer hereby makes a continuing representation and warranty of its solvency at the time of each tender or delivery hereunder. In the event of a default by Buyer of these Terms and Conditions of sale, ClearZone may elect its rights and remedies including, but not limited to the following: (a) cancel this and/or any other contracts (or any part thereof) with Buyer (with Buyer remaining liable for damages and any unpaid invoices for Products delivered); (b) defer or cancel any shipments to the Buyer; (c) declare forthwith due and payable all outstanding invoices to Buyer under this or any other contract; (d) bill at contract price (on a cash before delivery basis if ClearZone so elects) all or any part of the Products covered by this or any other contracts and require Buyer to specifically perform the contract by taking in and paying for such Products; and/or (e) recover ClearZone's reasonable legal fees.
5. **LIMITED WARRANTY.** ClearZone warrants that to the best of its knowledge all Products sold to Buyer will be free of any claim of ownership by third parties. Fabricated parts will meet the physical dimensions agreed upon in writing. Buyer shall inspect all Products for damage, defect or shortage promptly after Buyer receives them, and shall give ClearZone notice of any damage, defect or shortage that Buyer finds within three days of receiving the Products. The conditions of any test for conformance with Buyer's specifications shall be mutually agreed upon and ClearZone will be notified of, and may be represented at, all such tests. If any Product is determined by ClearZone not to conform to the warranty set forth above during the period ending at the

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earlier of (i) the date of use of the Product by Buyer, or (ii) one month from date of shipment by ClearZone, then ClearZone shall, at its sole option, either replace the defective Product or refund the purchase price once the defective product has been returned to ClearZone. Defective Products shall not be returned by Buyer until authorized by ClearZone in writing. This remedy is Buyer's exclusive remedy for breach of warranty. If applicable law prohibits this limitation of Buyer's remedies, then ClearZone agrees that the maximum amount Buyer may claim from ClearZone is the net purchase price Buyer actually paid to ClearZone for the Product determined to be defective.

- BUYER AGREES THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY CLEARZONE BEYOND THIS LIMITED WARRANTY. CLEARZONE EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, BREAKING, STRENGTH, SHRINKAGE, ABSENCE OF MINOR IMPAIRMENTS, PHYSICAL OR CHEMICAL QUALITIES OR VARIATION IN THICKNESS, OR SIZE. BUYER ACKNOWLEDGES THAT IT IS THE SOLE RESPONSIBILITY OF BUYER TO ASCERTAIN THE SUITABILITY OF THE PRODUCTS FOR ANY USE. BUYER ACKNOWLEDGES THAT CLEARZONE HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DESCRIPTION, DURABILITY OR SUITABILITY OF THE PRODUCTS WHICH BUYER HAS PURCHASED FROM CLEARZONE.** Buyer shall assume all risks and liabilities arising out of possession, use, or resale of the Products, including, but not limited to, any risk or liability based on alleged negligence on the part of ClearZone.
6. **LIMITATION OF CLAIMS.** Except as agreed in the Limited Warranty set forth above, ClearZone shall not be responsible for any harm arising directly or indirectly out of Buyer's purchase, possession or use of any Product, whether based in contract, warranty, negligence or other tort, strict liability, or otherwise. **CLEARZONE SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EQUIPMENT DOWNTIME, COST OF ANY SUBSTITUTE FOR PRODUCTS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY. THIS LIMITATION SHALL APPLY NOTWITHSTANDING A FINDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**
  7. **ADVICE AND OTHER SERVICES.** Buyer agrees that ClearZone will not have control over the design, testing or labeling of any product produced using the Products, and that Buyer is not relying on any representation or statement made by, or on behalf of, ClearZone with respect to the suitability of any Product for any purpose, or on any advice, recommendation or information obtained from ClearZone's product literature or web sites, including any design aid or other service made available by ClearZone. Buyer agrees and acknowledges it has tested and investigated the Products enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and shall not make any claim against ClearZone based on ClearZone's advice, statements, information, services or recommendations.
  8. **INTELLECTUAL PROPERTY.** Any suggestions ClearZone may make about possible articles, designs or uses of Products do not give Buyer a license under any patent or other intellectual property right covering such articles, designs or uses, nor are they a recommendation that Buyer use any Product in a manner that may infringe any patent or other intellectual property right. Except as otherwise stated in this paragraph, if there is a claim that any Product, in the form in which ClearZone sold it to Buyer, infringes another company's or person's patent or other intellectual property right in the jurisdiction in which such sale took place, then (i) ClearZone will defend Buyer against such claim, and indemnify Buyer against all reasonable costs of such defense incurred by Buyer, and (ii) if any Product subject to such a claim is determined to infringe another company's or person's patent or other intellectual property right, ClearZone shall, at its sole option and expense, either procure for Buyer the right to continue using the Product or accept return of the Product from Buyer and refund the purchase price thereof. The foregoing states the entire obligation of ClearZone for intellectual property infringement. Notwithstanding the foregoing, ClearZone shall not be responsible for, and Buyer shall indemnify and hold ClearZone harmless against, any damages and costs incurred by ClearZone as a result of any claim of infringement of another company's or person's patent or other intellectual property right that arises from ClearZone's compliance with any specification or instruction provided by Buyer to procure certain products. In the event that Buyer shall become aware of any claim of the type described above, it will promptly notify ClearZone in writing and give ClearZone all necessary information, assistance and exclusive authority for the defense of any such claim and its settlement.
  9. **EVENTS BEYOND CLEARZONE'S CONTROL.** ClearZone shall not be responsible if ClearZone's performance of any obligation hereunder (other than the payment of money) is delayed or becomes impossible or commercially unreasonable due to any cause or event beyond ClearZone's reasonable control, including, without limitation, acts of God, acts of any governmental authority, acts of Buyer, acts of terrorism, war, civil disturbance, labor disruption or strike, fire, explosion, release of dangerous or hazardous materials, inability to obtain necessary raw materials, utilities, transportation, machinery or services, supplier delays, and any similar or dissimilar cause or event.
  10. **HEALTH AND SAFETY COMPLIANCE.** ClearZone will give Buyer Safety Data Sheets ("SDSs") or Material Safety Data Sheets or "MSDSs") as applicable, for Products sold hereunder. Buyer understands that some Products may be hazardous materials or hazardous substances under various laws and regulations when handled or processed. Buyer agrees to familiarize itself (without further reliance on ClearZone) with any hazards of the Products, their processing and applications. Buyer agrees to provide the SDSs or MSDSs, as applicable, to all those required by law to receive same and to inform and train its employees, and properly warn and instruct its customers, as to hazards identified in the SDSs or MSDSs, or discovered by Buyer in its investigations. Buyer acknowledges that it has consulted ClearZone's documents, including information set forth on

## READ AND SAVE THESE TERMS AND CONDITIONS

ClearZone's Safety Data Sheets regarding the Products and other technical bulletins and publications containing safety, health, handling and environmental hazard information concerning Products and their properties, that it has read and it understands such information, and that it agrees to incorporate such information into its personnel safety programs. Buyer agrees to properly manage all by-products resulting from use of all Products. Buyer agrees to indemnify and save harmless ClearZone in the event Buyer fails to comply with its obligations in this paragraph.

11. **EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE.** Buyer shall ensure that any Products, technology or software received from ClearZone are exported by Buyer only in compliance with applicable laws, including export control and economic sanctions laws.
12. **ELECTRONIC COMMERCE.** Buyer shall be solely responsible for ensuring the security and integrity of its ordering process. Any information provided by ClearZone via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against ClearZone for any other purpose. ClearZone may issue electronic invoices for any purchases of Products and Buyer agrees to honor such invoice as if it had been delivered in writing.
13. **TERMINATION; SUSPENSION.** In the event Buyer or ClearZone breaches any material term of this Agreement, the non-breaching party may terminate this Agreement after thirty (30) days' prior written notice to the other party if the breach remains uncured after such thirty (30)-day period. Notwithstanding the foregoing ClearZone may terminate this Agreement or adjust Buyer's payment and/or credit terms effective immediately upon written notice to Buyer in the event (a) Buyer fails to pay any ClearZone invoice within the time provided in this Agreement on two or more occasions, (b) Buyer generally fails to pay its debts as they become due, (c) ClearZone reasonably believes Buyer's creditworthiness has deteriorated or Buyer is insolvent (whether based on the reasonable belief by ClearZone that Buyer's liabilities exceed its assets; the existence of a bankruptcy, assignment for the benefit of creditors or other similar proceeding involving Buyer; a liquidation of a significant portion of the assets of Buyer; or otherwise) and (d) of a sale of a majority of the assets, or a change of control of the ownership, of Buyer. If Buyer is in default hereunder, including by failure to pay invoices, ClearZone may suspend shipments of Product, require cash in advance of deliveries, and/or reduce payment terms until all invoices are current and ClearZone receives adequate assurance of future performance.
14. **ARBITRATION.** If any dispute arises between ClearZone and Buyer in connection with any supply by ClearZone to Buyer of Products, or any other interaction Buyer may have with ClearZone, ClearZone and Buyer shall negotiate in good faith to resolve the same. If no resolution is reached within one month after the issue is initially raised, the dispute shall be resolved by arbitration conducted in Toronto, Ontario under the *Ontario Arbitration Act, 1991* if Buyer is a person or entity residing in Ontario and under the *Ontario International Commercial Arbitration Act* if Buyer does not reside in Ontario. The Parties shall agree on a single arbitrator. If the Parties cannot agree on a single arbitrator, either Party may apply to the Ontario Superior Court of Justice sitting in Toronto for the appointment of an arbitrator. The rules for such arbitration shall be agreed upon by the Parties, but failing agreement shall be determined by the arbitrator. The arbitrator shall have no power to: (a) alter or modify any of the express provisions of this contract; (b) to render any award which by its terms affects an alteration or modification of this contract; or (c) to award punitive damages. The arbitrator's failure to observe this limitation shall constitute grounds for vacating his award. The arbitrator shall have no power to direct ClearZone to deliver or release Products to Buyer until Buyer has fulfilled all of its obligations to ClearZone pursuant to the terms and conditions of all contracts involved in the arbitration. Each Party shall bear its own fees, costs and expenses with respect to any such arbitration except that the Parties shall share the costs of the arbitrator equally. The decision of the arbitrator shall be binding, final and conclusive and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
15. **GENERAL.** Cancellation of any order, or return of any conforming Product purchased hereunder, shall be subject to acceptance by ClearZone and to a restocking charge in accordance with ClearZone's policy then in effect. Neither course of performance or dealing, nor usage of trade, nor prior writings or agreements shall be used to qualify, explain or supplement any of these terms and conditions. Failure by either party, at any time or from time to time, to require the performance by the other of any term hereof shall not constitute a waiver of such term or provision. The invalidity, in whole or in part, of any term herein, shall not affect any other term, each of which shall be enforced to the full extent permitted by law. Buyer may not assign or transfer any rights or obligations under any Sales Agreement or other agreement governed by these terms without the prior written consent of ClearZone. Notice shall be deemed properly given if sent by facsimile, confirmed by registered mail with return receipt, overnight courier mail, hand-delivered, or registered mail with return receipt. ClearZone shall be entitled to reference Buyer as a customer of ClearZone and utilize photographs of Buyer's applications utilizing ClearZone's products and marketing materials.