



STORAGE FEES POLICY FOR EVAPCO, RVS, AND SYSTEMS LMP

If (a) Buyer is unwilling or unable to accept delivery of equipment; or (b) Buyer requests a delay in the ship date that is included in Evapco's "Submittal For Record," and the delay request is made after the order was released to production, the following terms regarding equipment storage fees shall apply:

1. **GRACE PERIOD:** Provided there is storage space available at the applicable EVAPCO manufacturing location, and EVAPCO receives at least seven (7) calendar days prior notice of a requested shipping delay, EVAPCO will store equipment for Buyer up to 7 calendar days at no cost to Buyer (the one-week period is a "Grace Period"). If the Buyer requires a shipment delay greater than seven (7) days, no Grace Period shall apply.
2. **THIRD-PARTY STORAGE:** At its sole discretion, EVAPCO may arrange to use a third-party storage facility to handle Buyer requested shipping delays. Buyer shall be responsible for all transportation and third-party storage costs, plus an Evapco service fee of 10% minimum. The amount of Evapco's service fee will depend on the extent of efforts required to prepare and ship the equipment to (and possibly from) the third-party storage facility, but in no case will Evapco's service fee be less than 10% of third-party charges associated with storage and transportation.
3. **FACTORY STORAGE:** After the Grace Period, the following daily storage fees for EVAPCO factory storage shall apply until all units are shipped.
 - A. Cooling Towers (Except AT Atlas): \$200 per cell per calendar day
 - B. Evaporative Closed Circuit Coolers: \$200 per cell per calendar day
 - C. Evaporative Condensers: \$200 per cell per calendar day
 - D. Double Stack Dry Coolers & Condensers: \$200 per unit per calendar day
 - E. Single Stack Dry Coolers & Condensers: \$100 per unit per calendar day
 - F. Evaporators (except TFC and SSTP units): \$ 50 per unit per calendar day

GENERAL NOTES:

- I. All other equipment not listed in 3 above (e.g., AT Atlas, Evapcold, CPA Units, RVS Packages and Vessels, LMP Systems Units, SSTP and TFC Evaporators, etc.) will incur storage charges equal to or greater than the charges shown in 3 above at EVAPCO's sole discretion, based on the time, effort, and space required to handle and store the equipment.
- II. Storage fees shall double after thirty-one (31) calendar days of storage beyond the Grace Period.
- III. In addition to storage fees, Buyer shall pay for crane fees, transport costs, third-party labor, and any other direct costs incurred by EVAPCO to handle Buyer requested shipping delays.
- IV. Storage fees shall be invoiced monthly, with payment due by the earlier of: (i) Net 30 Days from invoice date; or (ii) by the actual shipment date. EVAPCO requires that all storage fees be added to a purchase order before shipment.
- V. Buyer shall bear all risk in connection with the need to store equipment at a third-party location, including without limitation any loss (i) during transport between EVAPCO and a third-party location. (ii) preparing the equipment for transport to or from a third-party location, and (iii) transporting the equipment from a third-party location to the Buyer.