



SADDLE VENT® NOTICE AND TERMS OF SALE

NOTICE: EFFECTIVE AUGUST 1, 2009, ALL SALES OF INDIVIDUAL SADDLE VENT® DEVICES ARE CONDITIONED UPON COMPLIANCE WITH SALE AND USE RESTRICTIONS OF AIR SYSTEMS INTERNATIONAL, INC. AND THAT ARE SET FORTH UNDER "TERMS AND CONDITIONS REGARDING AIR SYSTEMS INTERNATIONAL, INC. SADDLE VENT® DEVICES." SALE OR USE NOT IN COMPLIANCE WITH THE TERMS AND CONDITIONS CONSTITUTES INFRINGEMENT OF AIR SYSTEMS INTERNATIONAL, INC. PATENT, TRADEMARK, CONTRACT AND/OR OTHER RIGHTS AND VOIDS THE LIMITED TITLE.

TERMS AND CONDITIONS REGARDING AIR SYSTEMS INTERNATIONAL, INC. SADDLE VENT® DEVICES. Each individual SADDLE VENT® device, as well as associated literature, is protected by U.S. and foreign patents (e.g., U.S. Patent Nos. 6,843,274 and 7,467,645), pending U.S. and foreign patents, U.S. and foreign trademark registrations and trademarks (e.g., U.S. Trademark Registration Nos. 1,939,085 and 1,698,951) copyright, contract, and/or other rights. The sale of each individual SADDLE VENT® device by AIR SYSTEMS, INC., dba AIR SYSTEMS INTERNATIONAL, INC. and *limited* title to each individual SADDLE VENT® device is conditioned upon compliance with the restrictions set forth herein. Only a person or entity that orders and obtains a SADDLE VENT® device directly from AIR SYSTEMS INTERNATIONAL, INC. may sell the particular device ordered and obtained directly from AIR SYSTEMS INTERNATIONAL, INC., subject to these terms and conditions. Any person or entity selling a SADDLE VENT® device must provide to the purchaser with the sale a notice including these terms and conditions with each SADDLE VENT® device sold and/or include at least one notice in a single order containing more than one device. Any sale, offer for sale, lease and/or use of a particular SADDLE VENT® device in conflict with the forgoing violates the terms of sale by AIR SYSTEMS INTERNATIONAL, INC. (absent the express written advance consent of AIR SYSTEMS INTERNATIONAL, INC. for the particular device), and infringes upon the intellectual property and other rights of AIR SYSTEMS INTERNATIONAL, INC. Purchase(s) from other than AIR SYSTEMS INTERNATIONAL, INC. of a SADDLE VENT® device (or more than one device) carries no license from AIR SYSTEMS INTERNATIONAL, INC. to the associated patent, trademark and other rights, so that offering same for sale or resale constitutes willful infringement of the rights of AIR SYSTEMS INTERNATIONAL, INC. Violation of any of these terms and conditions revokes the conditional title in any device or devices offered for sale or sold in violation hereof, and AIR SYSTEMS INTERNATIONAL, INC. shall be entitled to injunctive relief against the person or entity violating these terms and conditions, and AIR SYSTEMS INTERNATIONAL, INC. shall be entitled to receive from the person or entity violating these terms and conditions monetary damages equivalent at least to the sale price offered or actually received by the violator or alternative damages, which may be trebled for willful infringement, as well as all attorney fees, court costs, and other costs incurred by AIR SYSTEMS INTERNATIONAL, INC. to pursue its rights hereunder. The failure of AIR SYSTEMS INTERNATIONAL, INC. to enforce its rights with respect to a particular device or devices, even if sold over a period of years, shall not constitute a waiver by AIR SYSTEMS INTERNATIONAL, INC. of any rights hereunder. AIR SYSTEMS INTERNATIONAL, INC., at its sole discretion, can condition its sale of SADDLE VENT® devices to a particular person or entity upon entry into an annual license agreement permitting purchase and resale of SADDLE VENT® devices under the foregoing and additional terms and conditions.