

# Aqua-Metric Sales Company (AMSC) Terms and Conditions of Sale

**TAXES** – All Federal, State and Local sales, use or similar taxes will be for buyer's account.

**PAYMENT TERMS** – The net amount of invoices shall be due and payable 30 days after invoice date. The material is subject to shipment in whole or in part at the option of the seller and each such shipment is subject to immediate invoicing. If at any time seller deems the financial responsibility of the buyer unsatisfactory, it reserves the right to require payment in advance, or other security or guarantee that invoices will be paid promptly when due. If buyer fails to comply with the terms of payment or with any other terms of sale, seller shall have the right to withhold further deliveries or to cancel the unfilled portion of any order. All unpaid accounts shall thereupon become due and payable without prejudice to any claims for damages seller may be entitled to make. Interest of 1-1/2% per month (18% per annum) will be added on any past due accounts, and if the account is not paid when due buyer agrees to pay all reasonable costs of collection including a reasonable sum for attorney fees.

**SHIPMENT** – All risk of loss, damage and other incidence of title and ownership shall pass to the buyer upon delivery to carrier at seller's shipping point and such delivery shall constitute delivery to purchaser. Seller will not guarantee shipping dates or time of arrival of shipment at destination. Seller shall not be liable for any delays or defaults in making shipment where occasioned by any cause of any kind or extent beyond its control, or the control of its suppliers, manufacturers or contractors, which prevent or interfere with seller making shipment on an estimated date. In event of shipment delay, if the buyer and seller do not mutually agree to cancel the order for the item involved, the shipping date shall be automatically extended to the manufacturer's current estimate.

**WARRANTY** – Any warranties expressed or implied are limited to those provided by the manufacturer to the purchaser. Seller expressly warrants title. EXCEPT FOR SUCH EXPRESS WARRANTY, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER WARRANTIES OF WHATEVER KIND, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. Seller assumes no liability for any failure of buyer's specifications to meet buyer's requirements, nor does seller guarantee that materials furnished meet or conform to any specifications except as specifically noted in writing by seller.

\*AMSC ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES

**CLAIMS** – Any claims or exceptions by buyer for defective material must be made in writing within 30 days after buyer's receipt of materials, and buyer shall give seller an opportunity to investigate. SELLER IS FURNISHING BASIC MATERIALS AND PRODUCTS OF VARIOUS MANUFACTURERS AT STANDARD PRICES AND IS NOT INSURING BUYER AGAINST POSSIBLE CONSEQUENCES OR ERROR, OMISSION OR NEGLIGENCE IN MANUFACTURE, PRODUCTION OR DELIVERY, EXCEPT FOR BREACH OF THE EXPRESS WARRANTY SPECIFIED ABOVE, SELLER SHALL NOT, UNDER ANY PURPOSE, OF ANY PRODUCT OR MATERIAL SOLD HEREUNDER, WHETHER CAUSED BY SELLER'S NEGLIGENCE OR OTHERWISE, IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES, OR ANY OTHER CLAIM OR DEMAND WHATSOEVER, EXCEPT TO THE EXTENT OF THE PURCHASE PRICE OF THE PRODUCT, THE REFUND OF WHICH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER, BUYER ASSUMES ALL RISK OF LOSS, DAMAGE, OR DELAY INCIDENT TO THE FURNISHING OF ANY PRODUCT BY SELLER HEREUNDER, OR THE UTILIZATION THEREOF, EXCEPT TO THE EXTENT EXPRESSLY ABOVE PROVIDED. Seller shall have no responsibility to make any claim for loss, damage or injury to shipment caused by a carrier or others, after delivery to carrier at seller's shipping point. Any claim by buyer against seller for shortage or damage occurring prior to delivery to carrier must be made within 5 days after receipt of materials and accompanied by original transportation bill signed by carrier noting that carrier received material from shipper in the condition claimed.

**GENERAL** – All prices on seller's quotations are for immediate acceptance and are subject to change without notice. Neither seller's quotation prices or invoice charges for material include any field or service work, or operator training. If buyer requests technical assistance for material furnished seller, (s)he may either arrange for this direct with the manufacturer at the manufacturer's normal charges, or by the seller's representative.

When seller's quotation prices or invoice charges for material include standard shipping charges, it is understood the method of shipment will be at the seller's option and buyer is responsible for furnishing labor and equipment for unloading within the time limit allowed by the carrier. Seller's quotations do not guarantee to include all material required by a specific project, nor that the material quantities, sizes or specifications noted are correct. Buyer assumes all liability for type and quantity of material ordered. Orders are not subject to cancellation return or back charge, or change in specifications, shipping schedule or other conditions without the seller's written consent. When orders have been filled as specified, no goods may be returned, nor will any credit be allowed, unless consent of seller has first been secured, and only standard stock goods returned will, if accepted, be credited less the cost of handling and the freight costs involved. Materials not normally stocked by seller may not be returned for credit.

All quotations and sales shall be subject to seller's standard terms and conditions and buyer is conclusively presumed to have accepted such terms and conditions unless otherwise agreed in writing.

In the event buyer's purchase order states terms additional to or different from these terms and conditions of sale, then seller's acknowledgement in accordance with the terms herein shall be deemed a notification of objection to such additional or different terms. In the event such purchase order expressly limits acceptance to its terms the seller's acknowledgement in accordance with the terms herein shall be deemed a rejection of buyer's offer to purchase, and in either event seller's acknowledgement shall constitute an offer to sell which may be accepted only in accordance with its terms and conditions without modification, addition or alteration. Under those circumstances the failure of buyer to deliver notification of objection to these terms and conditions of sale within a reasonable time shall be deemed an acceptance thereof and a contract shall be formed only upon such terms and conditions of sale.

This agreement constitutes the sole and entire agreement between buyer and seller and none of the terms and conditions contained herein may be added to, deleted, modified or altered except by written instrument signed by seller. There are no oral understandings, representations or agreements relative to this agreement, which are not fully expressed herein. All orders are received subject to approval and acceptance by an officer of the Company and seller reserves the right to reject any orders as well as the right to select its own customers.