

## STANDARD TERMS AND CONDITIONS OF SALE

These *Standard Terms and Conditions of Sale* ("Terms") govern the conditions under which Water Solutions Unlimited, Inc., and its affiliated companies) ("Seller"), will sell products to customer ("Customer"), and Customer will purchase products from Seller.

These Terms supersede any inconsistent terms and conditions in any documentation submitted by or on behalf of Customer to Seller. No change, addition, or modification of any of these Terms shall be valid or binding unless agreed to in writing. **Seller's acceptance of any purchase order, or sale of products to Customer, is expressly limited to, and expressly made conditional on, Customer's acceptance of these Terms. Seller objects to any different or additional terms.**

**1. Compliance with Laws.** Customer and Seller shall adhere to all applicable federal, state, and municipal laws, rules and regulations.

**2. Credit Approval.** All orders are subject to current credit approval. From time to time, Seller may review Customer's creditworthiness. Customer agrees to provide Seller with all credit information reasonably requested, and Customer represents and warrants to Seller now, and each time Customer places an order, that all information Customer has provided is true and correct, and that Customer has not omitted any information necessary to make the information not misleading. Seller may refuse to accept any order, or refuse shipment, if Customer does not meet Seller's current credit requirement, or if Customer does not timely pay its invoices.

**3. Limited Warranty.** Seller warrants that the products covered hereunder will conform strictly to the specifications provided by Seller, and that upon payment, title to the products shall be transferred to Customer free and clear of all liens. In the event of a breach of warranty, Seller will, without cost to the Customer, at Seller's option, either (i) furnish replacement product or (ii) grant a credit to Customer's account in the amount of Customer's net purchase price of such defective product. Defects in the products caused by third parties, acts of God, and abnormal use of the products unrelated to Seller's activities are specifically excluded from the coverage of this warranty.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL OTHER REMEDIES. THESE ARE THE ONLY REMEDIES OF CUSTOMER FOR ANY BREACH OF WARRANTY OR OTHER CLAIM. SELLER'S TOTAL LIABILITY ARISING OUT OF THE SUPPLYING OF PRODUCTS, OR THE USE OF THE PRODUCTS, WHETHER FOR BREACH OF WARRANTY, CLAIM OF NEGLIGENCE, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST PAID BY CUSTOMER TO SELLER FOR THE PRODUCTS, AND IN NO CASE SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.**

**4. Proposition 65.** If the Customer chooses to sell Seller's product(s) to a manufacturer, producer, packager, supplier, distributor, customer, retailer, or any other business entity, that will introduce any concentration of Seller's product(s) into the stream of commerce in California, it is solely the Customer's responsibility, and in no way Seller's responsibility, to ensure that the California consumer receives a warning, if necessary, prior to exposure to Seller's product(s), that meets the requirements of California's *Safe Drinking Water and Toxic Enforcement Act of 1986* ("Proposition 65"), as amended, including, but not limited to, Section 25249.6 of the California *Health and Safety Code*.

**5. Payment Terms.** Standard payment terms are net-30 from the date of shipment, unless otherwise negotiated. No claim, defense, set-off, or counterclaim shall be asserted against payment due.

**6. Hardship.** If raw material costs to produce or transport the products significantly increase, Seller reserves the right to pass on the entire cost of the increase, or some portion thereof, in the form of a surcharge for as long as the conditions persist.

**7. Force Majeure.** In the event either Customer or Seller is unable to perform its obligations, either in whole or in part, under these Terms as a result of an Act of God, or any other condition or cause beyond its reasonable control (these causes being referred to as “Force Majeure”), the quantities so affected shall be eliminated from these Terms without liability, but these Terms shall otherwise remain unaffected.

**8. Severability.** If the final judgment of a court of competent jurisdiction declares any portion of these Terms to be invalid or unenforceable, then these Terms shall be modified to the minimum extent necessary to bring the remainder of these Terms into compliance.

**9. Non-Waiver.** Failure of Seller or Customer to exercise any right under these Terms on one occasion shall not be deemed a waiver of its right to exercise the same right on another occasion.

*Last Updated June 25, 2019*