



Water Management Technologies Inc.  
P.O Box 66125  
Baton Rouge, LA 70896 USA

## Terms & Conditions

**1. SCOPE** a) All sales by Water Management Technologies, Inc., (hereinafter "Seller") of any of its own products and/or of any of the products of its manufacturing principals for whom Seller acts as a sales representative, distributor or Value Added Reseller (VAR), including associated engineering, service and/or field technical support and/or supervision (hereinafter inclusively known as "Equipment"), to any original purchaser thereof (hereinafter "Purchaser") are subject to these Terms and Conditions of Sale which shall constitute an integral part of any contract for the purchase of Equipment resulting from Seller's offer of quotation being accepted by the Purchaser, whether by purchase order, subcontract or performance.

**2. TERMS OF PAYMENT** All equipment sold to Purchaser will be invoiced upon Shipment to Purchaser by Seller or Seller's principal. Upon proper credit approval, Seller's terms are Net 30 Days; otherwise, all sales require payment in advance of shipment. All overdue balances will be subject to an interest charge, based on the total balance due, of the maximum legal limit.

**3. TAXES** It is Purchaser's obligation to provide Seller with a valid tax exemption certificate; Purchaser shall be solely responsible for, and shall indemnify Seller for, the payment of any excise, privilege, sales, use and/or any other taxes applicable to the sale, delivery, importation, installation and/or use of the Equipment.

**4. DELIVERY** Delivery dates are good faith estimates only. Deliveries shall be F.O.B. Seller's or Seller's principal's facility. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SECONDARY OR INCIDENTAL DAMAGES, HOWEVER ARISING, DUE TO LATE DELIVERY. Risk of loss of the Equipment shall pass to the Purchaser upon delivery to Purchaser, Purchaser's agent or to any common carrier. Purchaser shall inspect all Equipment upon receipt and shall be responsible for reporting damage and negotiating with the carrier.

**5. CANCELLATION/CHANGES** Orders are subject to cancellation or change by Purchaser only with the prior, written consent of Seller and upon terms that will fully indemnify and compensate Seller for all loss, cost and expense, including loss of profit resulting from the cancellation or change.

**6. RETURNS FOR CREDIT** Returns by Purchaser for credit will be accepted only with the prior, written approval of Seller and shipment to the factory prepaid, utilizing the original shipping containers or equivalent replacement containers. Returns will be subject to a 20% restocking charge (minimum of \$100.00) plus any additional expenses incurred by Seller in restoring equipment to salable condition

**7. LIMITED WARRANTY** a) Seller warrants that all Equipment provided hereunder, with the exception of VAR components which are clearly labeled as to the original manufacturer, will be free of defects in material and workmanship and will perform in accordance with Seller's Specifications for a period of twelve (12) months from date of shipment by Seller. The warranty of the VAR components shall be that of the original manufacturer. b) Seller, at its sole option, will repair or replace, F.O.B. Seller's plant, Equipment found to be defective, but Seller will not be responsible for freight from Purchaser to Seller's plant or for the removal and reinstallation labor or for the resolution of general systems problems outside of the Equipment specification applicable to Seller's Equipment.

c) Seller will use its best efforts to correct design defects but reserves the right to refund the Purchaser the full purchase price to the extent "proven" design defects cannot be corrected within a reasonable time. d) **THIS LIMITED WARRANTY IS CONTINGENT ON ALL OF THE FOLLOWING CONDITIONS BEING MET:** 1) Purchaser has notified Seller within five (5) days of discovery of any claim under this warranty; 2) Purchaser has returned the defective Equipment, freight prepaid, in its original container or an equivalent one to Seller and Purchaser has used its best efforts to pack it properly; 3) Seller's test of the defective Equipment, or investigation into the circumstances, does not disclose: (a) any cause of malfunction due to Purchaser's or any third person's wrong application, misuse, neglect, improper installation, incorrect testing or unauthorized attempt to repair; (b) any damage caused by improper handling, shipment or storage; any failure of Purchaser to assign competent/trained personnel to install, test or operate Equipment; or, (d) any accident, fire, flood, weather condition, electric power surge/loss or any other occurrence beyond Seller's reasonable control.

**8. LIMITS OF LIABILITY AND INDEMNIFICATION** THE LIMITED WARRANTIES OF SELLER SET FORTH HEREIN ARE IN LIEU OF, AND PURCHASER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE SELLER, WHICH NEITHER ASSUMES, NOR AUTHORIZES OTHERS TO ASSUME FOR IT, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE WARRANTED EQUIPMENT OR ANY PART THEREOF. THE PURCHASER ACKNOWLEDGES THAT THE SELLER DOES NOT WARRANT THE EQUIPMENT AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER AND SELLER AGREE THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT IN SELLER'S OFFER OF QUOTATION. SELLER WILL NOT BE LIABLE FOR INCREASED MANUFACTURING/PROCESS COSTS, LOSS OF PROFIT, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, SECONDARY OR INCIDENTAL DAMAGES, HOWEVER ARISING.

**9. FORCE MAJEURE** Seller shall not be responsible to the Purchaser, or to any third party, without limitation, for any direct, incidental, secondary or consequential damages, arising out of the non-performance, performance or delay in performance of the order resulting from this quotation caused by events beyond Seller's reasonable control, including, but not limited to: acts of God; acts or omission of any Government in its sovereign or contractual capacity; wars; riots; strikes; accidents, unavailability of suitable and sufficient materials, fuel or manufacturing capacity; delays in transportation or communication; fires; floods; epidemics or quarantine restrictions; or customs delays.

**10. PROPRIETARY RIGHTS** Purchaser agrees that Seller and/or Seller's principals retain proprietary rights in and to all product data, designs, engineering details, discoveries, patents and trade secrets relating to the Equipment and its associated firmware and software, including those resulting from the application of the Equipment for Purchaser's use. The Equipment is offered for sale, and is sold by Seller in every case, on the condition that such sale does not convey any license, expressly or by implication, estoppel, or otherwise, to manufacture, duplicate, or otherwise copy or reproduce any of the Equipment or related firmware and software.



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**11. SAFETY NOTICE** Purchaser acknowledges that PROCESS/MANUFACTURING SYSTEMS IMPROPERLY INSTALLED, MAINTAINED OR OPERATED CAN POSE SERIOUS AND DANGEROUS THREATS TO WORKER SAFETY, ENVIRONMENTAL INTEGRITY AND PRODUCT/PROCESS QUALITY. Seller's Equipment is provided with various safety, performance and operating limits, designs and devices which, if disconnected, altered, tampered with or changed by Purchaser, Purchaser's agents or other acting on Purchaser's behalf, with or without Purchaser's knowledge, will become Purchaser's sole risk and responsibility and such actions will absolve Seller of any obligations and liabilities with respect to the function of such limits, designs and devices, and further, PURCHASER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY DAMAGES DUE TO SUCH ACTION OR NONACTION.

**12. COMPLIANCE** Seller will be responsible for compliance with applicable Federal, State, Province or Local governmental safety, environmental, licensing, permitting or performance statutes, ordinances, rules or regulations only to the extent specifically noted on the face of Seller's quotation or Purchaser's **order**, and then only with respect to such statutes, ordinances, rules or regulations which are published and in force as of the date of Purchaser's order.

**13. REPRESENTATIONS BY PURCHASER** Purchaser acknowledges that Seller has based all quotations, system specifications, engineering designs, models and other plans on the data and information provided by the Purchaser. The Purchaser certifies that all information and data provided to Seller is true and accurate to the best of its knowledge. Purchaser acknowledges that Seller is not responsible for any error, mistake, miscalculation or misrepresentation, whether intentional or unintentional, made by Purchaser in the dissemination of information to Seller that materially affects the suitability or performance of the Equipment.

**14. ULTIMATE END USERS** Purchaser **shall** obtain a written and signed acknowledgment from any Ultimate End User of the Equipment that it 1) understands and agrees to these Terms and Conditions; 2) shall comply with all requirements imposed upon Purchaser; and 3) waive any right of subrogation that may allow them to assert the rights of Purchaser.