



INDUSTRIAL FLUID MANAGEMENT, INC.

TERMS & CONDITIONS

SHIPPING INFORMATION

- Prepaid and Add: Shipping and Handling Charge
- Freight will be billed at actual charges paid to carrier plus current handling charges unless freight is prearranged and paid for by the Buyer or noted differently on quotation.

TERMS

- Quotations are valid 30 days from proposal date unless noted differently on quote.
- All local taxes, state taxes, federal taxes, labor taxes, import or embargo fees are to be paid by the Buyer.
- If your company is Tax Exempt, a Certificate must be provided.
- All equipment and materials supplied are warranted to the full extent that they are warranted by the manufacturer.
- Hard documentation is required for IFM to process your order.

STANDARD TERMS OF SALE

Applicable Terms.

These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

Payment.

Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All orders are subject to credit approval by Seller. The ownership and title of equipment and materials shall remain vested in IFM until Buyer has made payments in full within terms of the agreement. Upon failure to make agreed payments, or any part thereof, IFM is to retain any and all partial payments and shall be entitled to take immediate possession of said equipment and materials. Credit cards are accepted for payment; fees may apply.

Delivery.

Delivery of the Work shall be in material compliance with the delivery schedule noted in the Seller's quotation. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

Changes.

Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

Warranty.

All equipment and/or materials supplied are warranted to the full extent that they are warranted by the manufacturer. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed.

Limitation of Liability.

Seller shall not be liable for any consequential, incidental, special, punitive or other indirect damages, and seller's total liability arising at any time from the sale or use of work, including without limitation any liability for all warranty claims or for any breach or failure to perform any obligation under the contract, shall not exceed the purchase price paid for the work. Seller shall not be liable, as a result of failures caused by chemical action or wear caused by the presence of materials or conditions not included in specifications or designs.

Rental Equipment / Services.

Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.