

## **STANDARD TERMS AND CONDITIONS**

1. **PRICES** – All previous prices are withdrawn. Prices shown are subject to change without notice.
2. **TAXES** – In addition to the stated prices, the Buyer shall reimburse the Seller (Environment One) for all sales, use, excise, and retailer's occupational taxes which Environment One must at any time, either pay or collect in connection with the material sold hereunder.
3. **TERMS OF PAYMENT** – The net amount of invoices shall be due and payable at the Environment One office designated by the invoice. Payment terms are NET 30 days.

In the event of default in payment when due of any indebtedness created by acceptance of invoice material, Environment One shall be entitled to interest on any such indebtedness from the date due at the highest legal rate plus reasonable attorney's fees should an attorney be employed to collect any such indebtedness after default.

Material is subject to shipment in whole or in part at the option of Environment One and each shipment is subject to immediate invoicing.

4. **APPROVAL OF ORDERS** – All orders shall be subject to approval and acceptance by Environment One Corporation.
5. **TITLE & SHIPMENT** – All shipment designations are FOB: NISKAYUNA, NY or EXW (Ex Works - INCOTERMS 2000 INTERNATIONAL ORDERS). - Title and risk pass to buyer including payment of all transportation and insurance cost from the seller's door. Delivery of material to a common carrier shall constitute delivery thereof to Buyer and Thereafter shall be at Buyer's risk. Claims for damage to or loss of material in transit shall be filed by Buyer direct with carrier. Delivery dates are estimated as closely as possible. Environment One will use its best efforts to make delivery within the time specified but, in any event, Environment One will not be liable for damages of any kind, liquidated or unliquidated, on account of failure to meet delivery dates. All errors, clerical or otherwise, are subject to correction.
6. **COMPLIANCE** – Seller is committed to complying with U.S. export control laws. If goods will cross an international boarder seller requires identification of the location where the equipment will be installed prior to shipment. If this order is being exported or resold and exported by the buyer, the commodities, technology or software will be exported in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. A copy or the AES number of the Sellers Export Declaration (SED) is required as proof of final destination and must be provided to Environment One.
7. **CLAIMS FOR SHORTAGES** – All Claims for shortages or inaccurate filling of orders shall be made in writing within ten (10) days after Buyer's receipt of material.
8. **RETURN OF MATERIAL AND TERMINATION OF ORDERS** – No order may be cancelled or altered by Buyer except upon terms and conditions acceptable to E/ONE, as evidenced by E/ONE's written consent. Buyer must submit requested changes or cancellations to an order in writing. Orders for standard products or configurations (standard catalog items) cancelled with E/ONE's approval within 30 days of the acknowledged ship date, or already released to production, will incur a cancellation fee of 25% of the net price. All special orders (non-catalog items) will incur a 100% cancellation fee. Buyer may not return any material delivered by E/ONE without first obtaining E/ONE's written consent and a Return Merchandise Authorization (RMA). All returns are subject to inspection by E/ONE.

9. WARRANTIES – THE FOLLOWING WARRANTIES ARE MADE IN LIEU OF WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF OTHER WARRANTIES EXPRESSED OR IMPLIED, AND NO OTHER WARRANTY IS MADE OR AUTHORIZED TO BE MADE.

a. Warranty of Quality

Environment One warrants the product sold herewith, so far as the same is of its own manufacture, against defects in material and workmanship under normal use and services for a period of not more than one year after date of shipment.

Environment One's sole obligation and the exclusive remedy under the aforesaid warranty or under any other warranty implied by law as to merchantability or fitness of use is limited to (1) repair of the product, f.o.b. the factory OR (2) replacement of any part or parts proved defective in material or workmanship, OR (3) refund of the purchase price. The choice of said remedies shall be determined by Environment One in its sole discretion. The Buyer shall permit Environment One to inspect the product so that it may determine its obligation, if any, under this warranty. Upon settlement of its obligations, if any, under this warranty Environment One, at its option, shall be entitled to the return of the defective product or part(s) (transportation to be prepaid).

10. ENVIRONMENT ONE CORPORATION IS NOT RESPONSIBLE FOR ANY OTHER DAMAGES, WHATSOEVER, IN CONNECTION WITH REPLACEMENT, REPAIR, OR REFUNDS AS SET FORTH ABOVE, SAID OBLIGATIONS AND REMEDIES TO BE THE SOLE WARRANTY GIVEN HEREUNDER.

b. Patent Indemnity

Environment One will, at its own expense, defend any suit that may be instituted against the Buyer for alleged infringement of U.S. patents containing claims covering any product of Environment One's design and manufacture and purchased by the Buyer from Environment One; provided such alleged infringement shall be based solely upon the construction of any such product and not because of its addition to any combination of system with other products and/or parts; and provided Buyer gives Environment One immediate notice in writing of any such suit together with all needed information and authority to permit Environment One, through its counsel, to assume responsibility for defense of the suit.

In the event any such product, or any part thereof, is to be held and infringement of any valid U.S. Patent in any such suit, Environment One shall at its option and expense, either procure for Buyer the right to discontinue using such product or part; or replace the same with a non-infringing product of comparable quality, performance and cost; or remove the product and refund the purchase price less reasonable depreciation.

In the event any product or part is manufactured by Environment One in accordance with the Buyer's designs, blueprints, samples, directions or specifications, Environment One shall not be liable for infringement of any U.S. Patent because of such manufacture, and Buyer shall save harmless and indemnify Environment One from any and all claims of nature, legal or otherwise, asserted against Environment One solely by reason of such manufacture in accordance with Buyer's orders.

The foregoing states Environment One's entire liability for alleged patent infringement of any of its products; and any alteration, addition or interpretation therefore shall not be binding on Environment One unless agreed to in writing and signed by an officer of Environment One.

c. Product Changes

No warranty shall apply to any product which is modified or changed in design or function after leaving Environment One's factory.

11. ILLUSTRATIONS – Catalog illustrations are actual representations of a certain size of each line of products but do not necessarily represent all sizes in all details. The designs shown are subject to change without notice.
12. EFFECT OF TERMS AND CONDITIONS – The terms and conditions herein contained shall apply to any order or direction received from Buyer and no provision in any such order or direction from Buyer in any modifying or changing said terms and conditions and shall be binding upon Environment One. No modification shall be effected by Environment One's shipment of goods following receipt of Buyer's order or request for shipment which may contain provisions contrary to the terms and conditions herein contained.
13. WAIVER – Waiver by Environment One of any breach of these provisions shall not be construed as a waiver of any other breach.
14. MINIMUM CHARGE – An order for items for which invoice prices aggregate less than \$75.00 net will be billed at \$75.00. Exceptions will be made when orders cover repair parts only.
15. ASSIGNMENT – None of the Buyer's rights under any order shall be assigned or otherwise transferred by the Buyer to any other person, whether by operation or law or otherwise, without Environment One's prior written approval.
16. WEIGHTS – Weights shown in catalogs, price schedules, quotations, or, acknowledgments or orders are approximate and are in no sense guaranteed. They represent the average weight of products as made form patterns in use at the time weights were compiled.
17. SPECIAL CONDITIONS – Any additional cost incurred in packaging or in making any special test or inspection which is requires by Buyer and is in addition to those regularly supplied by Environment One, will be charged to the Buyer. Such tests and inspections will be made only at the factory before date of shipment.

**THE TRANSFER, SHIPMENT, OR COMMUNICATION OF ANY TECHNOLOGY, TECHNICAL DATA, SOFTWARE SOURCE CODE, EQUIPMENT COMMODITIES, OR OTHER PRODUCTS OR ITEMS THAT ARE SUBJECT TO U.S. FOREIGN TRADE CONTROLS IN ANY MANNER OR THROUGH ANY MEANS CONTRARY TO U.S. FOREIGN TRADE CONTROLS IS PROHIBITED.**

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