



HPI Processes, Inc.

1030 Revenue Drive
Telford, PA 18969

STANDARD TERMS AND CONDITIONS OF SALE

ACCEPTANCE: All quotations covering Seller's products are made and all contracts or orders for said products are accepted and all shipments are made on the condition that the standard Terms and Conditions of Sale set forth herein shall be applicable. Any term in Buyer's purchase order or acceptance in addition to or not identical with these terms & conditions of sale is objected to and these terms & conditions of sale shall govern and shall not be varied, modified, amended or interpreted by any prior course of dealing between the parties or by any usage or trade or in any manner unless specifically agreed to in writing signed by a corporate officer of seller before becoming binding on either seller or buyer. Seller's failure to object to provisions contained in any communication from buyer shall not be deemed a waiver of the provisions of this acceptance. These terms & conditions of sale shall be applicable whether or not they are attached to or enclosed with the products to be sold hereunder. All contracts must be approved and accepted by seller at its home office at 1030 Revenue Drive, Telford, PA 18969.

TERMS OF SALE: Standard credit terms are, upon approval of our credit department, 100% balance of order due net 30 days from date of invoice. A storage charge of no less than thirty (30) U.S. dollars per day will apply if the customer does not accept shipment, or arrange shipment pick-up of the purchased product within thirty-two (32) business hours (*Monday through Friday, Eight am to Five pm*) of the scheduled shipment date. Prices are subject to change without notice. Prices billed will be those in effect at time of order, or as quoted in a valid quotation. All invoices not paid within 30 days, and credit accounts which are delinquent, shall be assessed a 1.5% service charge (or the highest legal rate under applicable state law) for each month the invoice is not paid or the account is delinquent. No contract or other discounts apply unless expressly agreed to by HPI in writing or on the face of the invoice and discounts may be rescinded at the discretion of Seller on delinquent invoices. No credit terms shall apply unless expressly agreed to in writing by HPI Processes, Incorporated, or on the face of the invoice. Shipments, deliveries and performance of work shall at all times be subject to the approval of Seller's credit department, and the amount of credit may be changed or withdrawn by seller at any time. Seller may at any time decline to make any shipments or deliveries or perform any work, except upon receipt of payment or upon terms and conditions of security satisfactory to such department. All lien rights are reserved until full payment of the invoice has been made. If, in seller's judgment, the financial condition of the buyer at any time does not justify continuation of production or shipment on the terms of payment originally specified, the seller may require full or partial payment in advance.

TERMS OF DELIVERY: HPI standard terms and conditions of sale include designated F.O.B. shipping point. This means that title of goods transfers to the customer when material or product leaves the designated shipping point. The customer must file all freight damage, or short shipment claims, with the carrier. HPI will assist in filing claims when requested to do so by the customer. Concealed damage or shortages must be reported to HPI within 24 hours of receipt of order. All transportation charges from the point of shipment of the purchased product are the responsibility of the purchaser unless specifically agreed in writing by HPI. Transportation charges will be made freight collect or prepaid and billed on our invoice as freight and handling to the purchaser. Deliveries specified are best-estimated date from receipt of all final engineering information and or Purchase Order and down payment provided by the Customer. HPI shall not be liable for delay in deliveries directly or indirectly resulting from or contributed to by any circumstances beyond the control of HPI. HPI shall not be liable for any expense, loss or damage resulting from delay or prevention of performance caused by fires, flood, acts of God, strikes, labor disputes, labor shortages, inability to secure labor or materials, riots, thefts, accidents, acts of failure to act by Government, or by Customer, transportation delays, or any other cause beyond the reasonable control of HPI, which may delay, or prevent, HPI's performance hereunder.

RETURNS & CANCELLATIONS: HPI recognizes that both product returns and order cancellations are a part of normal business activities and that an equitable arrangement must be established between manufacturer, distributor, and end user to facilitate sales and to pass associated costs of cancelled orders and returns to the responsible parties. An order once placed with and accepted by seller can be cancelled only with Seller's consent and upon payment to Seller of reasonable cancellation charges which shall take into account expenses already incurred, commitments made, and Seller's anticipated profit.

All returns are subject to prior written approval by and are at the sole discretion of HPI. All return requests must include the original customer purchase order number and the HPI invoice number, be of current manufacture, in its original packaging with all original manuals and/or documentation, and be in resalable condition. Upon acceptance, HPI will issue the customer a Return Material Authorization (RMA) number. The RMA number must be clearly marked on the outside of the shipping container and the shipping document, products returned without said authorization number will be refused. If seller in good faith determines that any error was not seller's, a minimum 20% restocking charge and/or additional charges will apply as well as any charges necessary to restore items to a resalable condition.

WARRANTY: Subject to the limitations hereinafter set forth, HPI Processes, Incorporated (HPI), warrants only the products designed and manufactured by HPI, and that the workmanship and materials used throughout its' systems will be consistent with the practices and applicable standards of the manufacturing industries. HPI warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date, or date of invoice, whichever comes first, unless otherwise



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specified by HPI. If within such warranty period, any such equipment or workmanship manufactured by HPI shall be proven to the satisfaction of HPI to have a defect, such equipment or workmanship shall be replaced or repaired at the expense of HPI.

This warranty does not apply to defects caused by shipping damages, or to any products manufactured by seller which have been subject to improper installation, improper use of replacement parts not authorized, misuse, neglect, accident, ordinary wear and tear, unauthorized modifications, buyers attempts to use any product beyond its mechanical, thermal or electrical capacity, or damage caused by use of unauthorized detergents, treatment chemicals, flocculents or other prescribed treatment/process materials.

This warranty is not transferable to a third party. HPI Processes liability to purchases shall not in any case, exceed the cost of correcting or replacing defects in the equipment as provided above, and upon the expiration of the applicable warranty period, all such warranty or liability shall terminate.

LIMITED WARRANTY: The foregoing warranty shall be limited with respect to parts which are subject to wear, and or severe chemical exposure beyond their intended use. These parts with limited and variable life expectancy, including but not limited to protective coating, thermocouples, o-rings, mechanical drive components, actuated valves, analytical sensors/probes, and flexible hose and tubing. Such equipment, or parts, shall be replaced, or repaired for re-installation at purchaser's facility. No charge warranty labor is covered for ninety days after notification of shipment readiness on such equipment and parts. HPI makes no other express or implied warranties with respect to such goods.

WARRANTY DISCLAIMER: HPI Processes, Incorporated (HPI) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not designed and manufactured by HPI. Their respective manufacturers will warrant goods and products that are not manufactured by HPI, and HPI extends these warranties to the purchaser of HPI products, only for the initial warranty term offered by these manufacturers.

REPAIRS OR REPLACEMENTS: HPI Processes obligation shall be limited to such repair or replacement only under warranty period, FOB customer's facility location, and shall be conditioned upon receipt, or written notice of such defect, within 10 working days after defect discovery, and at HPI's option, return of such warranted equipment or component parts to the HPI factory. HPI will not accept responsibility for repairs, or replacement of any component parts of an HPI product done by others without written authorization. The warranty is null and void, if equipment or component parts have been repaired or altered by other than HPI, or without written permission of HPI.

DUTY TO SELECT MATERIAL: Final determination of suitability is the sole responsibility of the customer. The manner of use is the sole responsibility of the customer, purchaser, user, and or their engineer(s).

DISCLAIMER OF DAMAGES FOR IMPROPER USE: HPI shall not be responsible for damage to its products, or damage caused by its products, resulting from improper storage, installation, maintenance, unintended use or attempts to operate such products beyond their chemical, mechanical, or electrical capacity, intentionally or otherwise, or by reason of unauthorized repair.

DISCLAIMER FOR INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES: HPI shall not be responsible for any incidental, special or consequential damage caused by its products in any manner whatsoever. HPI shall not be liable for damage or a malfunction arising from or by reason of fire, floods, strike, riots, accidents, lockouts, negligence, or breakdown of machinery other than that warranted loss or damage to any circumstances beyond the control of HPI Processes Incorporated.

PERFORMANCE GUARANTEE: HPI Processes, Incorporated guarantees the performance of our equipment in accordance with the defined capabilities and parameters from the provided solution sample laboratory test results. The results of the tests will provide the actual requirements of reactant rate of addition to a defined flow rate of the solution analyzed, which determines the treatment capability for the desired results. HPI will not support any performance guarantee for non-processing performance due to any change in the effluent solution being treated, or any alteration of the initial system installation set-up, which includes utilization of any non-guaranteed/non-recommended treatment materials, other than the provision initially implemented by HPI Processes, and/or the neglect to follow the defined operating instructions and training provided. Component failures can also affect system performance and their warranty replacement can be implemented to re-establish system performance, as per warranty requirements stipulated in this proposal and the Terms and Conditions of Sale.

Note: Any on-site service requirements due to changes in the process solution, system alteration, or operational neglect will be chargeable at standard service and travel requirement rates, and any additional personnel training will also need to be price quoted and scheduled. System maintenance, as recommended in the operation and maintenance manuals provided, will be the responsibility of the customer.



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INSTALLATION DELAYS: HPI Processes, Inc. shall not incur any unforeseen charges with respect to any delays for installation completion, due to customer-initiated circumstances that will prevent achieving the scheduled completion date, while installation personnel are on-site. A penalty fee of no less than five hundred U.S. dollars per day per personnel, and any additional accommodations fees, transportation vehicle rental fees, equipment rental fees, and flight rescheduling fees, if applicable, will also be added to the daily penalty fee. Rescheduling an installation is permissible, if notified within 48 business hours of the scheduled travel date to your facility, except for travel arrangements that involve booked airline reservations rescheduling. A penalty fee of one hundred and twenty-five U.S. dollars will be charged per personnel reservations reschedule.

HPI Processes, Inc. reserves the right to reschedule installation dates due to unforeseen personnel issues that would not allow an efficient and timely installation completion from what was initially calculated and committed. HPI will also not be held liable for any charges for delays due to adverse weather conditions travel delays, as these are unpredictable in their nature.

FURTHER TERMS AND CONDITIONS OF SALE: All sales by HPI are made by invoice. Each invoice constitutes the entire agreement between purchaser and HPI and supersedes any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify an invoice or any other document relating to any sale, shall become a part of an agreement without express written consent of HPI Processes, Incorporated.

In the event of Purchaser's breach of the terms and conditions of this purchase agreement, Purchaser shall pay all costs, legal expenses, including attorney's fees, incurred by HPI Processes, Incorporated for the enforcement of prosecution of its rights. Jurisdiction and venue for such action shall solely and exclusively be in Bucks County, Pennsylvania.