

1. The Terms and Conditions of contained herein are the exclusive terms and conditions for the sale of Products from **Applied Cartridge Systems, LLC**, an Ohio limited liability company ("ACS") to you, its Customer. Customer agrees that the terms and conditions stated herein and, to the extent not stated herein but contained on any ACS invoice, constitute the final, complete, exclusive expression of the agreement between ACS and Customer. In the event that any Customer form, purchase order or any other document submitted by Customer contains terms and conditions in addition to or different from the terms and conditions herein or from any ACS invoice, Customer agrees, by so submitting its purchase order or order form, by receiving an order acknowledgment or by accepting product produced by ACS, that such new or additional terms are rejected and that the language of the ACS terms and conditions control. Any and all new or additional terms contained on any Customer document (whether provided to ACS prior or subsequent to the delivery of these Terms and Conditions) are hereby expressly and completely rejected. Acceptance of Customer's order for product from ACS is expressly limited to these terms and condition. ACS agrees to furnish the product covered by the Customer's order only upon these terms and conditions.
2. Orders become effective only when accepted and approved by ACS. There is a minimum order amount of \$1,000.00 exclusive of freight.
3. Orders, shipments, and terms of payment are subject to the approval of ACS's credit department. Invoices shall be rendered when the products are shipped. Terms of payment are net 30 days, unless otherwise agreed by ACS. Any sums not paid within the specified net terms are subject to a service charge of 1.5% per month. No discount will be allowed to any Customer having an overdue balance. Any discounts previously granted to any Customer that fails to pay any ACS invoice when due will be immediately forfeited and lost and will be billed to Customer, which shall be immediately due and payable. Customer will pay all costs, collection agency commissions, expenses and all reasonable attorney fees incurred in the collection of any past due sums. By submitting an order or taking receipt of ACS products, Customer consents to the exclusive jurisdiction of the state and federal courts located in the State of Ohio. Customer shall be deemed to have accepted the products shipped by ACS within ten (10) days after delivery to Customer. After acceptance, Customer shall not be entitled to reject the products that are not in accordance with these terms and conditions. ACS reserves the right to refrain from performing any work on any of Customer's orders should any of Customer's account(s) or jobs with ACS be or become past due. Payments shall be made to ACS at the address listed on the ACS invoice.
4. All shipments are F.O.B. ACS's plant or warehouse, unless otherwise agreed upon. Risk of loss of or damage to the goods shall pass to the Customer upon delivery by ACS to the initial carrier, notwithstanding any right that the Customer may have to cancel or return goods. In the event ACS is forced to delay delivery of goods to the initial carrier, due to any action or the Customer's request, risk of loss shall pass upon the date ACS would have otherwise delivered the goods to the initial carrier. Customer agrees to pay all reasonable storage and insurance charges specified by ACS. In the event goods are returned to ACS, risk of loss shall remain with Customer until the goods are delivered to the ACS's plant and accepted by ACS. Customer agrees to indemnify and hold ACS harmless from any loss or damage to the goods or consequence thereof, sustained while the risk of such loss or damage remains upon Customer.
5. Stated delivery and shipment dates are estimated dates only, based on current inventories and production plans. No allowance is made, nor shall ACS be liable directly or indirectly for delays or non-performance due to delays of carriers or delays caused by labor difficulties, shortages, strikes, stoppages, fires accidents, failure or delay in obtaining materials or manufacturing facilities, acts of any government affecting ACS in any way, bad weather, causes beyond ACS's control, acts of God, or any other contingency that was not foreseen at the time when an order was submitted to ACS. ACS shall not be liable for any damages or penalties whatsoever, whether direct, indirect, special, consequential, or otherwise, resulting from ACS's failure to perform or delay in performing or delivery. ACS may decline to deliver, accept for cash, or stop goods, in transit, whenever for any reason doubt as to your financial responsibility develops or may arise.
6. Purchased products may be returned at Customer's request only upon the written approval of ACS. Products must be in re-sellable condition and in their original packaging. No cash refunds will be provided for returned products. ACS will issue a credit memorandum for any authorized material return. Said credit memorandum will have no cash value and shall expire one (1) year after issuance. Authorized Returns not accompanied by a new order of greater or equal value shall be subject to a restocking fee of 25% of the original sale price.
7. ACS will, to the extent permissible, pass through to you all available applicable original Product manufacturer and additional warranties for any product sold. NO EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF ACS. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) AND NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY ACS IN CONNECTION WITH THE MANUFACTURE OR SALE OF ITS PRODUCTS. THE LIABILITY OF ACS, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXTEND BEYOND ITS OBLIGATION TO REPAIR OR REPLACE, AT ITS OPTION, ANY PRODUCT OR PART FOUND BY ACS TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. ACS SHALL NOT BE LIABLE FOR COST OF REMOVAL OR INSTALLATION AND/OR SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

Whether based on any Warranty claim or otherwise, ACS will not, in ANY event, be liable for any loss of profit, interruption of business or any other special, consequential or incidental damages suffered or sustained by Customer. ACS's total maximum liability to Customer in respect of the manufacture and sale of products is limited to the Warranty stated herein and, if any claim by Customer is based on a theory other than the Warranties, then the damages are limited to the total monies received by ACS from the Customer for the particular products described in Customer's order. The

total maximum liability for scheduled orders that are drawn down against each month will be the monthly total of the effected order or the total value of the items effected whichever is the lesser.

8. Any assistance, suggestions, or technical advice given the Customer by ACS or any agent thereof, concerning dimensions, handling, installation, testing, storage, use or placement in service of any product is an accommodation for which ACS shall have no liability unless such liability expressly assumed by ACS in writing and signed by an officer of the company.

9 No employee, agent, or representative of ACS has the authority or power to add, waive, or amend these terms and conditions unless first authorized in writing by an officer of ACS. Any transaction with Customer shall be construed under the laws of the State of Ohio. Waiver of ACS of any breach shall not thereafter be deemed a waiver of a subsequent breach of the same or any other provision hereof.

10. ACS Product is not for use with influent water which is (a) microbiologically unsafe, or (b) of unknown quality without adequate treatment and/or disinfection.

- You must maintain the Product according to manufacturer's instructions using manufacturer-authorized service parts, including replacement of filters and other components as recommended in the site-specific maintenance instructions.
- If your water quality, water consumption, water pressure or flow rate change, or if maintenance of the Product is affected by external factors such as sand, sediment, or an inadequate water supply, different or additional Product may be required, and this Product should not be used if such quality, consumption, pressure, flow rate change or external factors are outside of specified ranges in the original project scope.
- ACS is not responsible for any maintenance of and repairs to the Product arising from damage due to:
 - Customer's misuse or negligence
 - Theft
 - Unreasonable wear and use (including, without limitation, repair or alteration by unauthorized persons and relocation from the original site of installation), or
 - Any other event beyond ACS's control.