

SALES TERMS AND CONDITIONS

1. ENTIRE AGREEMENT, MODIFICATIONS – The terms, conditions and specifications contained in this agreement (“Terms”) constitute the entire agreement between the parties for the provision of goods by Aqseptence Group, Inc. (“SELLER”) at any time. No change in, addition to, or waiver of the Terms will be a binding obligation on SELLER unless approved in writing by its authorized representative. SELLER’S receipt, acknowledgement and/or acceptance of CUSTOMER’S purchase order form will not modify these Terms or become part of SELLER’S agreement to the extent it contradicts these Terms. SELLER is a material supplier and is not a party to CUSTOMER’S agreement with owner or others. CUSTOMER agrees to pay SELLER without reference to CUSTOMER’S contract with owner or others. It is understood the CUSTOMER has the ultimate obligation to pay SELLER on the terms and within the time period set forth herein, regardless of CUSTOMER’S payment status from the owner or others. If any provision of this agreement is held to be invalid or enforceable, the balance of this agreement will remain in force.

2. TITLE AND RISK OF LOSS – TITLE of the goods herein described shall pass to CUSTOMER upon full payment of said goods and any prior outstanding debt.

RISK OF LOSS passes to CUSTOMER upon delivery of said goods at SELLER’S plant. Such title to and risk of loss of said goods will not pass to CUSTOMER in any other way, notwithstanding any agreement to the contrary, including, but not limited to, any agreement to pay freight, express or other transportation or insurance charges. Unless otherwise specified, all sales are FCA SELLER’S Plant. In the event that SELLER pays for cost of transit or cost of transit and insurance, the Incoterm® 2010 is CPT BUYER’S Place or CIP BUYER’S Place, as applicable.

3. PAYMENT AND PRICES – SELLER may, at its option, require CUSTOMER to pay for all goods at the time the order is placed or require CUSTOMER to obtain an irrevocable letter of credit in favor of SELLER from an issuer acceptable to SELLER. In the event SELLER does not require advance payment or require such letter of credit, payment by CUSTOMER will become due thirty (30) days from the date of SELLER’S invoice covering a particular shipment. Time is of the essence with respect to CUSTOMER’S payment obligations. CUSTOMER may only rely on the accuracy of wiring instructions provided by the SELLER if they have been signed by SELLER’S CFO. No retainage or other deductions shall be made from such payments. Pro-rata payments shall become due with partial shipments. In the event of failure by CUSTOMER to make any payment when due, SELLER may decline to make further shipments until such default is cured. In the alternative, SELLER may elect to continue to make shipments despite the continuance of such default, but such election by SELLER will in no way constitute a waiver of such default nor affect SELLER’S legal remedies thereof. CUSTOMER assumes full responsibility, including reporting and payment, of all taxes, however designated, or other governmental charges arising out of, levied or based upon, or in connection with the sale of the goods herein described, including state and local privilege, sales and use, or excise taxes based on gross revenue or any taxes or amount in lieu hereof paid or payable by SELLER in respect of the foregoing, exclusive however, of taxes paid on net income. In no event will any charges for engineering services imply a conveyance of any design and/or manufacturing rights as to the goods, unless such conveyance is expressly set forth in a separate written agreement signed by authorized representatives of both parties. In the event that CUSTOMER falls behind in payment, SELLER, without prejudice to any other right or remedy available to SELLER, shall, at its sole discretion, be entitled to: (i) terminate the Contract and/or suspend any further deliveries to CUSTOMER and/or (ii) charge the CUSTOMER interest on any unpaid portion of the purchase price at twelve percent (12%) per annum. Furthermore, the defaulting CUSTOMER shall bear all costs arising in connection with the recovery of the invoiced sums outstanding, including costs of reminders and seeking information, collection expenses, and reasonable attorney’s fees.

4. SECURITY INTEREST – CUSTOMER hereby grants to SELLER a purchase money security interest in all goods purchased by CUSTOMER from SELLER until CUSTOMER has paid for such goods in full. CUSTOMER hereby authorizes SELLER to file UCC-1 financing statements in accordance with applicable law to perfect its security interest granted herein.

5. WARRANTIES – (A) Provided that CUSTOMER subjects Equipment only to operating conditions specified by CUSTOMER when the order is placed, if any, and operates it in accordance with SELLER'S written operating instructions, if any, SELLER warrants Equipment sold pursuant hereto to be free of defects in material and workmanship for a period of 1 year after the date Equipment is delivered. The above warranty does not apply to: (i) used Equipment or Equipment that has been repaired or worked over; (ii) Equipment that has been modified or subjected to improper handling, storage, installation, operation or maintenance by CUSTOMER, including use of unauthorized replacement parts; (iii) component parts not manufactured by SELLER, whether purchased by SELLER or furnished by CUSTOMER, such parts being subject to any applicable manufacturer's warranty; (iv) parts requiring replacement because of normal wear and tear; (v) design on those jobs where SELLER prepared drawings, lists or bills of material from designs furnished by others; and (vi) models or samples furnished to CUSTOMER as illustrations only of general properties of equipment. This warranty will not apply if CUSTOMER, on request by SELLER, does not return the defective part to SELLER for inspection, freight prepaid. (B) SELLER'S liability for breach of this warranty is expressly limited to the repair or replacement, at its sole option, of any Equipment or parts of Equipment which prove to be defective during the warranty period. All parts repaired or replaced hereunder shall be repaired or replaced FCA SELLER'S Plant.

6. LIMITATION OF LIABILITY – SELLER and BUYER each agree to protect, defend, indemnify and hold harmless each other and each other's parents, subsidiaries, affiliates and their successors and assigns, and the officers, directors, employees of each, from and against all claims, demands and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault, active or passive, of any party or parties including the sole, joint or concurrent negligence of the other party and any theory of strict liability arising in connection herewith in favor of the other party's employees, invitees or subcontractors or their employees on account of bodily injury, death or property damage. To the fullest extent permitted by law, SELLER shall indemnify and hold harmless CUSTOMER from and against claims, damages, losses and expenses arising out of, or resulting from, performance of Equipment under this agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Equipment itself), but only to the extent caused by the negligent acts or omissions of SELLER. SELLER shall not have a duty to defend. SELLER agrees to defend CUSTOMER only to the extent the claims relate to bodily injury or property damage arising solely (principally) from SELLER'S Equipment. SELLER'S duty to indemnify CUSTOMER for expenses, including attorney's fees, is limited to that portion of any expenses attributable to the negligence or intentional acts of SELLER. SELLER WILL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, FACILITY DOWNTIME, LOSS OF PROFIT OR BUSINESS INTERRUPTION WHETHER ANY SUCH CLAIM OR LAWSUIT BE BASED ON TORT, CONTRACT OR OTHERWISE. IN NO EVENT WILL RECOVERY OF ANY KIND AGAINST SELLER BE GREATER THAN THE PURCHASE PRICE OF THE SPECIFIC GOODS SOLD WHICH CAUSED THE ALLEGED DAMAGE.

7. CATASTROPHIC LOSSES – Notwithstanding anything to the contrary contained herein, CUSTOMER hereby agrees to assume the liability for the following specified types of losses or events: (1) reservoir or underground damage, including loss of any mineral substance, or water or the wellbore itself; (2) control of a wild well, underground or above the surface; and (3) pollution, including clean-up and control of the pollutant or contamination.

8. CLAIMS – Within twenty (20) days after tender of delivery to or receipt by CUSTOMER of any shipment and before any part of such goods (except for reasonable test and inspection quantities) has been changed from its original condition, CUSTOMER will inform SELLER in writing if said goods are found defective in any respect. Failure to so inform SELLER or use of said goods (except for reasonable test and inspection quantities) will be conclusive that SELLER has satisfactorily performed.

9. MODIFICATION AND CANCELLATION – SELLER reserves the right to reject any order made by CUSTOMER, including changes. Changes to an order may be subject to price adjustments. Custom orders and orders designed specifically for CUSTOMER cannot be cancelled once the construction material has been ordered and/or production has begun. Cancelled orders will incur charges for materials ordered, design and manufacturing time to the point of cancellation.

10. PATENT INFRINGEMENT – If the goods herein described are to be manufactured by SELLER based on specifications or drawings furnished by CUSTOMER, CUSTOMER agrees to indemnify and hold harmless SELLER, its successors and assigns, against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any letter patent granted by the United States or any foreign government relating to the goods herein described. CUSTOMER agrees that in such event it will assume the defense of any and all such suits and pay all expenses incidental thereto.

- 11. TERMINATION** – This agreement may be terminated immediately by SELLER if CUSTOMER is unable to meet its financial obligations as they come due or in the case of proceeding under bankruptcy against the CUSTOMER, or if receivers for CUSTOMER are appointed or applied for or if any assignment for the benefit of creditors is made by CUSTOMER. This agreement will otherwise remain in full force and effect continuously until either party cancels with a minimum of thirty (30) days written notice to the other party.
- 12. FORCE MAJEURE** – SELLER will not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its control, including but not limited to any failures or delays in performance caused by any strikes, lockouts, or labor disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws of the United States of America or with the orders or policies of any governmental authority, delays in transit or delivery on the part of the transportation companies or communication facilities, or failures of sources of materials. In the event of a shortage of goods, SELLER reserves the right to allocate available goods among all of its customers in its own discretion.
- 13. EXPORT OR IMPORT LICENSE** – CUSTOMER will procure at its expense any export or import licenses required for any of the material included in the Quotation. For any goods being exported from the United States, CUSTOMER agrees to comply fully with all applicable economic sanctions and export control laws and regulations. CUSTOMER shall not – directly or indirectly– sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any equipment, product, services, software, source code, technical data, or technology received from SELLER to or via any person, entity, or destination, or for any activity or end-use restricted by laws or regulations of the United States or any other applicable jurisdiction (including nuclear, missile, chemical or biological weapons proliferation, military, or money laundering activities) without obtaining all required government authorizations. CUSTOMER recognizes and agrees to comply with SELLER's policy to not support the use of its products for any operations in any country so prohibited under the export laws and regulations of the United States. As may be requested by SELLER, CUSTOMER shall provide SELLER with the relevant end-use, end-user and country of end- use information with respect to the goods, software or technology to be supplied hereunder. Based on and in reliance on such information, SELLER will supply such goods, software or materials in compliance with applicable law including that of the United States of America (U.S.). SELLER cautions and CUSTOMER acknowledges that any change in end-use, end-user or country of end- use (including a shipment between countries other than the U.S.) may be restricted or prohibited by applicable law, whether it is of the U.S. or other country.
- 14. ANTI-CORRUPTION** – CUSTOMER represents and warrants that it and all of its affiliates and agents shall act in accordance with the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, as amended (“the Convention”), and the Convention's Commentaries (collectively “the OECD Principles”), and shall comply with all applicable laws implementing the OECD Principles (including the U.S. Foreign Corrupt Practices Act of 1977, as amended), as well as any applicable local laws related to anti-corruption, anti-kickbacks, and anti-money laundering.
- 15. DEFINITIONS** – “CUSTOMER” means the person or company to whom the quotation is submitted. The "Quotation" means techno-commercial offer to which these terms and conditions are attached. The "Contract" means the contract/order formed upon acceptance by the purchaser of the quotation and these terms and conditions.
- 16. QUOTATION** – The Quotation is subject to withdrawal or variation by SELLER, at any time prior to acceptance in writing by CUSTOMER.
- 17. PRICES AND VARIATION** – Unless otherwise stated in writing, the quoted prices are net, in U.S. Dollars based upon labor and material cost at the date of quotation. The quotation is for supply of goods to be provided by SELLER for the CUSTOMER or purchased from another manufacturer. The prices quoted are calculated on the basis of the prices charged by the SELLER, the rate of exchange, duty, freight, insurance, clearance, and other similar charges, as applicable, ruling at the date of quotation and any increase therein shall be to the account of the CUSTOMER. The prices quoted for the goods manufactured by SELLER are subject to rise and fall for variation in the cost of labor, material, or overhauls after the due date of quotation, unless otherwise specified in writing.
- 18. DISPUTE RESOLUTION** – The laws of the state of Minnesota shall govern the validity, construction, interpretation, and effect of this agreement, without regard to its choice of law rules. The parties irrevocably consent to the personal jurisdiction of the state and federal courts of the state of Minnesota for any and all disputes arising out of or in connection with this agreement and expressly waive any defense of forum non conveniens.
- 19. ALTERATION** – The above terms and conditions may be modified by the SELLER from time to time in writing and such variations shall be binding on the CUSTOMER for any subsequent orders.