



EPS Wastewater LLC
4465 Limaburg Road
Hebron, KY 41048
Phone: 859-534-5083
Fax: 859-534-5651
Website: epswastewater.com

STANDARD TERMS AND CONDITIONS OF SALE

These terms and conditions of sale are between the Buyer and EPS Wastewater LLC selling the products or services to Buyer (hereinafter referred to as open quote "Seller")

QUOTATIONS

Unless otherwise indicated on the quote, written quotations by Seller shall expire automatically thirty (30) days after the date appearing on the quotation unless Seller receives and accepts Buyer's order within that period. Prior to the expiration date any quotation is subject to change by Seller at any time upon verbal or written notice to Buyer.

ACCEPTANCE OF PURCHASE ORDERS

Notwithstanding any contrary language in Buyer's purchase order, each purchase order shall be subject to acceptance by an authorized employee of Seller and each transaction shall be governed exclusively by these Terms and Conditions of Sale. Such acceptance is expressly limited to these Terms and Conditions of Sale, and any additional or different terms proposed by Seller are automatically rejected unless expressly assented to in writing by Buyer. No contract shall exist except as herein above provided.

PRICE CHANGES

Prices are subject to change to the prices in effect at the time of delivery. Seller reserves the right to make any corrections to prices quoted due to the clerical errors or errors of omission. In the event of any design, specification, or ordered quantity changes representing a price increase, Buyer will be notified and afforded an opportunity to confirm.

DELIVERY

Lead times are for reference only and are subject to change. Design and/or specification changes are subject to review for possible adjustments to delivery. Order quantities subject to scheduled delivery dates must be mutually agreed upon.

TAXES

Any Federal or State Excise or Sales Tax for which we may be liable on any sale will be charged to and paid by the Buyer. Buyer is responsible for furnishing tax exempt or resale certificate.

PAYMENT TERMS

Net 30 day basis. All terms subject to credit approval. International orders may require a wire transfer of funds or an Irrevocable Letter of Credit payable in U.S. Funds. By placing the order, the Buyer represents that he/she is able to pay the purchase price of the products and that he/she is solvent. All accounts past due will be assessed a finance charge of 1½% per month or 18% per annum.

PACKAGING

The cost of standard packaging for shipment in the United States and Canada is included in Seller's price. Additional charges may be imposed for special domestic packaging, overseas packaging, or special marking performed at Buyer's request and agreed to by Seller.

SHIPMENT TERMS

Unless Seller agrees otherwise, all shipments shall be freight collect F.O.B. shipping point. Seller shall also be entitled to impose additional charges for the completion, at Buyer's request of forms with respect to shipping. If Buyer agrees to "freight prepay and add" Seller will use a carrier we believe best able to serve Buyer. Buyer will **not** receive individual invoice for freight and **copies of carrier freight bills will not be provided.**



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TITLE AND RISK OF LOSS

Risk of loss or damage in transit shall be borne entirely by Buyer at all times after the products are delivered to the carrier for shipment. However, the right to stop delivery in transit shall remain with Seller until payment in full has been received by Seller.

DELAYS OR DEFAULT IN DELIVERY

Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity or other similar or dissimilar causes beyond Seller's reasonable control. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver, any products to Buyer as agreed.

INTELLECTUAL PROPERTY INFRINGEMENT

With respect to all products manufactured or services rendered to Buyer's specifications, Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, expense, claims, demands, suits and judgments arising from actual or alleged infringement of any third party intellectual property right. With respect to all other products sold or services rendered by Seller, Seller shall defend any suit or proceeding brought against Buyer on a claim that such a product, service, or any part thereof, directly infringes any third party intellectual property right, provided that Seller is notified promptly in writing and given all necessary information, assistance and authority to defend same. Seller shall pay all damages and costs awarded against Buyer as a result thereof. If as the result of such direct infringement, the court enjoins the use of any product, service, or part thereof, in the manner intended by Seller, Seller shall at its sole expense and option: (a) procure for Buyer the right to continue using said product, service, or part, (b) replace such product, service, or part with a non-infringing product, service, or part (c) modify said product, service, or part so that it becomes non-infringing or (d) remove said product or part and refund its purchase price and transportation costs. Seller shall have no further liability for actual or alleged patent infringement except as provided herein.

CONFIDENTIAL DESIGN AND TECHNICAL INFORMATION

Seller claims proprietary rights in the items, products, services, and confidential information whether oral, visual, or written associated with this order. All such confidential information including but not limited to drawings, and technical information are issued in confidence for purposes of this order, engineering information, and mutual assistance only. All such confidential information, drawings, and technical information may not be disseminated to a third party, reproduced or used by Buyer without Seller's prior written consent, and shall be returned when its purpose has been served or upon Seller's request.

WARRANTY

All products manufactured by Seller are warranted against defects in material and workmanship under normal use and service for which such products were designed for a period of eighteen (18) months after shipment from our factory or twelve (12) months after start up, whichever comes first. OUR SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE, AT OUR OPTION, ANY PRODUCT OR ANY PART OR PARTS THEREOF FOUND TO BE DEFECTIVE. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE SHALL NOT BE LIABLE FOR CARTAGE, LABOR, CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES. OUR MAXIMUM LIABILITY SHALL NOT IN ANY EVENT EXCEED THE CONTRACT PRICE FOR THE PRODUCT.



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CANCELLATIONS

All orders are subject to acceptance by Seller and when so accepted shall result in a binding contract between the parties on the terms set forth herein, which may not be modified or cancelled by either party without the written consent of the other except as otherwise specifically provided herein. Our acceptance of Buyer's request for cancellation shall not relieve Buyer of the obligation to pay appropriate cancellation charges and shall be subject to Buyer's payment of such charges. Cancelled orders will be subject to a charge of 25% plus all non-recoverable costs.

RETURNS

All returns must be accompanied by a "RETURN MERCHANDISE AUTHORIZATION" number which must be obtained from Seller prior to shipment. Unauthorized returns will not be accepted. Freight must be prepaid. Only standard products may be returned for credit, if in original condition and resalable. Returns are subject to a 25% handling charge (\$50.00 minimum). MSDS documentation must accompany all in service product returns.

MINIMUM ORDER

Minimum order amount is \$100.00 NET. All new account orders \$500.00 net and less will be credit card only. No minimum applies for E-commerce orders.

REMEDIES

Any lawsuits or legal claim for breach of this order must be brought within one (1) year after the breach occurs.

CURRENCY

Unless otherwise indicated on the invoice, all payments are to be made in United States currency.

GOVERNING LAW

The terms and conditions of this agreement shall be construed according to the laws of the state of Kentucky.