

Pumpteck, Inc. Terms and Conditions of Sale

This TERMS AND CONDITIONS governs the sale of products and/or services ("Products") by Pumpteck, Inc. ("SELLER") to the person or company ("BUYER") whose order for Products is accepted by the SELLER. This TERMS AND CONDITIONS take precedence over BUYER's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither SELLER's commencement of performance or delivery shall be deemed or construed as acceptance of BUYER's supplemental or conflicting terms and conditions. SELLER's failure to object to conflicting or additional terms will not change or add to the terms of this TERMS AND CONDITIONS. BUYER's acceptance of the Products from SELLER shall be deemed to constitute acceptance of the terms and conditions contained herein.

- 1) **Quotations:** Price quotations by SELLER for sale of Products shall automatically expire thirty (30) days from the date issued.
- 2) **Orders:** All orders placed by BUYER are subject to acceptance by the BUYER. An order is not considered as accepted until SELLER issues an order acknowledgement. Once acknowledged, BUYER's orders may not be cancelled or rescheduled without SELLER's written consent. All orders must identify the products, unit quantities, part numbers, prices as known to the BUYER, and requested delivery dates of the Products being purchased. Order acknowledgement by SELLER shall identify the products, unit quantities, part numbers, prices, and expected ship dates of the Products being purchased.
- 3) **Prices:** The prices of the Products are those prices stated in the SELLER's order acknowledgement. Pricing for undelivered Products may be increased in the event of an increase in SELLER's cost, change in market conditions or any other causes beyond the SELLER's reasonable control.
- 4) **Taxes:** Unless otherwise agreed to in writing by SELLER, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state, and local sales, excise and value added, Products taxes, and any other taxes. BUYER agrees to indemnify and hold SELLER harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon.
- 5) **Cancellation:** The SELLER reserves the right to cancel all or part of the undelivered portion of any order without any liability if the BUYER breaches any of this TERMS AND CONDITIONS, fails to pay any sum due to the SELLER by its due date, ceases trading, or is unable to pay its debts as they fall due within the meaning of the Insolvency Act 1986 or has a receiver, administrative receiver, or liquidator appointed over any of its business or assets, or passes a resolution for winding-up, dissolution or bankruptcy, or enters into any voluntary arrangement with its creditors or if the SELLER reasonably suspects that the BUYER is likely to be subject to any such actions or events.
- 6) **Payment:** Payment for Products by BUYER may be made by check, money order, credit card, ACH, or wire transfer (all fees are borne by the BUYER). A surcharge of 3% of the payment amount shall be applied to any payment made by credit card. Where SELLER has extended credit to BUYER, terms of payment shall be Net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted. On any past due invoice, SELLER may impose interest at the rate of one and a half percent (1.5%) per month. If BUYER fails to make each payment when it is due, SELLER reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or terms and conditions in which SELLER has extended credit to BUYER. In the event of default by BUYER, SELLER shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

- 7) **Shipment:** SELLER shall make reasonably practicable effort to ship Products on the ship dates stated in the SELLER's order acknowledgement to the BUYER. The BUYER shall hold SELLER harmless for failure to ship products on the ship dates stated in the order acknowledgement. SELLER is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the SELLER, nor shall the carrier be deemed an agent of the SELLER. A delayed delivery of any part of an Order does not entitle BUYER to cancel other deliveries. All deliveries will be made "EXWORKS" place of shipment.
- 8) **Delivery and Title:** The BUYER shall inspect the Products upon delivery and inform the SELLER and the carrier in writing of any loss, shortage, visible damage, or non-conformity within three (3) days of receipt of Products. Risk of loss passes to the BUYER upon receipt of Products from the carrier. Title to the Products will pass to the BUYER only when the SELLER has received payment in full.
- 9) **Limited Warranty:** The SELLER warrants that all Products are free from defects in material and workmanship under normal use and service for twelve (12) months from the date of shipment. Normal use and service means Products have not been operated outside the SELLER's specified operating limits for Products for, but not exclusive to, speed, pressure, temperature, pH, or exposure to incompatible or combustible materials. SELLER makes no warranty on standard wear items such as, but not limited to, seals, valves, seats, O-rings, and plungers. This warranty does not cover, and SELLER shall not be liable for, defects or failures resulting from improper or lack of maintenance, damage or wear caused by faulty installation, misapplication, misuse, tampering with or substitution of SELLER provided parts, or disassembly and/or repairs not performed by SELLER. The warranty also does not cover, and SELLER shall not be liable for, any malfunction, damage or wear caused by the incompatibility of any SELLER's product with structures, accessories, products, or materials not supplied by SELLER. SELLER does not warrant equipment which are not of SELLER's manufacture, but BUYERS are entitled to the benefit of any warranty given to SELLER. SELLER will repair or replace (in its sole discretion) each product found to be faulty. The product must be delivered to SELLER for investigation at BUYER's expense. Work required to determine the cause of failure or malfunction that proves not to be SELLER's responsibility may be chargeable. SELLER may request a purchase order before proceeding to investigate the cause of the fault. Repair or replacement is the sole and exclusive remedy available under this warranty and SELLER's liability is strictly limited to the original price paid for the equipment. Products repaired under warranty shall be returned to the BUYER at SELLER's expense. SELLER disclaims and in no event shall be liable for indirect, incidental, or consequential damages of any kind, howsoever they may occur. Save as expressly provided in this TERMS AND CONDITIONS, all implied warranties, terms and conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by law. In particular, SELLER makes no warranty respecting the merchantability of Products or their suitability or fitness for any particular purpose, non-infringement of third-party rights and warranties against latent defects. No person including any dealer, distributor, or representative of SELLER is authorized to make any representation or warranty concerning SELLER's Products on behalf of SELLER, or to assume for SELLER the obligations contained in this limited warranty. SELLER reserves the right to install the same upon its existing Products then in process or to be manufactured at a later or a determined agreed upon date. This warranty gives the BUYER specific legal rights, and buyer may also have other rights, which vary from state to state.
- 10) **Limitation of Liabilities:** BUYER shall not be entitled to, and SELLER shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption costs, loss of date, removal or reinstallation costs, injury to reputation or loss of buyers, punitive damage, IPR infringement, loss of contracts or orders or any indirect, special, incidental, or consequential

damage of any nature. BUYER's recovery from SELLER for any claim shall not exceed the price paid for the affected Products irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise. BUYER will indemnify, defend, and hold SELLER harmless from any claims based on (a) SELLER's compliance with BUYER's designs, specifications, or instructions, (b) modification of any Products by anyone other than SELLER, or (c) use in combination with other Products if done by BUYER.

- 11) **Export Control:** BUYER certifies that it will be the recipient of the Products to be delivered by SELLER. BUYER understands that the associated hardware, software, and/or technical data listed in the order acknowledgement includes items that are governed by the U.S. Export Administration Regulations and by the U.S. Foreign Assets Control Regulations. The BUYER understands that its sale or distribution of said products may constitute exports or re-exports, and as such, must be in accordance with the requirements administered by US Bureau of Industry and Security, Department of Treasury, and Department of State. It is understood that the country of ultimate destination, commodity classification, end-user, or end-use for any said products, could affect the applicable license requirements and exportability.
- 12) **Force Majeure:** SELLER is not liable for failure to fulfill its obligations for any acknowledged order or for delays in delivery due to causes beyond SELLER's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Products, acts or omissions of other parties, acts or omissions of civil or military authority, government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing SELLER from performance and barring remedies for non-performance. In an event of force majeure condition, the SELLER's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting SELLER to any liability or penalty. SELLER may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the BUYER.
- 13) **Technical Assistance or Advice:** If technical assistance or advice are offered or given to BUYER, such assistance or advice is given free of charge and only as an accommodation to BUYER. SELLER shall not be held liable for the content or BUYER's use of such technical assistance or advice nor shall any statement made by any of SELLER's representatives in connection with the Products constitute a representation or warranty, express or implied.
- 14) **General:** The laws of the State of Minnesota will exclusively govern any dispute between SELLER and BUYER. BUYER may not assign this TERMS AND CONDITIONS without the prior written consent of SELLER. This TERMS AND CONDITIONS is binding on successor and assigns Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.