

Terms and Conditions of Sale

The following terms and conditions apply to any and all quotations and/or sales of merchandise or services by EnviroSep, or TMT, Inc. Professional & Environmental Services (refer to Professional & Environmental Services "Terms & Conditions" Agreement), Georgetown, South Carolina, notwithstanding any verbal or implied conditions or circumstances except as may otherwise be waived or modified in writing by a duly authorized elected officer of the Seller:

Conditions of quotation:

1. All orders arising out of this quotation shall not be binding upon Seller until accepted and acknowledged by Seller in writing from our home office in Georgetown, South Carolina.
2. In order for the Seller to be able to maintain the prices quoted herein, any order based upon this quotation must be submitted to Seller within 30 days from date of quotation. Quotation may be subject to change 30 days beyond the proposal date.
3. The price(s) specified in our quotations do not include the amount of any sales, use, privilege, excise or similar tax whether local, state or federal. Also, price quotations do not include freight or installation of equipment, unless otherwise stated.
4. Any design & engineering requested by Buyer to be performed by EnviroSep is the sole responsibility of the Buyer for accuracy.

Limits of Seller's Liability:

The Seller shall not be liable for prospective profits or special, indirect or consequential damages or losses, nor shall any recovery of any kind against the Seller be greater in amount than the value of the specific material sold which may cause loss, damage or injury. The Purchaser assumes all risk and liability for loss, damage or injury to person or property arising out of the use or possession of any material or service sold hereunder.

Warranties by Seller:

Seller warrants that it will correct or replace any defect in material and workmanship of any merchandise or service provided hereunder at the expense of the Seller for a period of 90 days following delivery. This warranty does not extend to any defect or loss caused by improper installation by the Purchaser, accident, improper handling by Purchaser, improper handling by carrier, operation or maintenance, abuse or misuse or supplied equipment.

This warranty extends to parts and components only and does not include replacement labor, unless otherwise agreed upon in writing signed by an officer of EnviroSep.

This limited warranty is given in lieu of any and all other warranties whether expressed or implied including specifically the warranties of merchantability and fitness for a particular purpose or use are hereby excluded. Any other damages or losses, whether incidental, consequential or otherwise for breach of any and all express or implied warranties are excluded hereby. In no event, whether a claim is made against the Seller based on breach of its limited warranty or any other type of warranty including without limitation, those implied by law, shall the Seller be liable for any special, indirect, consequential or other damages of any nature whatsoever in excess of the price of the equipment involved.

Indemnification and Waiver:

Buyer shall defend, indemnify and hold harmless seller from any loss or damage sustained directly by Seller and from and against all claims asserted against Seller with respect to the goods or services covered hereunder .

General Policy:

EnviroSep will warrant its work for a period of 90 days from shipping date. The company will warrant purchased components for the same period as the OEM warranty.

Parts Policy:

These parts are warranted as in paragraph I above. EnviroSep will send parts, etc. via common carrier as replacement, as expeditiously as possible, upon receipt of Buyer Purchase Order. Upon return of defective parts, and inspection by EnviroSep personnel, a credit will be issued to the Buyer for the cost of the replacement part(s) less freight charges.

Repairs:

Any equipment repaired or rebuilt will be warranted for a period of 90 days from date of shipment.

Claims:

Claims for damages or shortage in transit to be handled with carrier directly by consignee.

Cancellation of Order by Buyer:

An Order Cancellation shall result in a charge and a cancellation fee. This cost includes materials and labor up until time of cancellation of order. Overhead fees will also be applied which shall be allocated at 1/3 of total purchase order amount. Any Order Cancellation that does not incur materials or labor cost, only overhead fees at 1/3 of total purchase order amount will apply. These are expenses incurred by Seller due to cancellation of order.

Terms of Payment-Security:

Except as otherwise stated on our quotation, the terms of payment of all sales is net 30 days from delivery FOB our plant or date of rendering of service. Seller retains a security interest in the goods provided until the purchase price has been paid in full even though delivery to the Purchaser or his agent has been executed. The Seller reserves the right to require satisfactory execution by the Purchaser of a Uniform Commercial Financing Statement acknowledging the Seller's secured interest in the material supplied.

The Purchaser agrees not to sell, mortgage or otherwise encumber the articles sold hereunder until paid in full without the written consent of the Seller.

After acceptance by the Seller, no order may be canceled in whole or in part by the Purchaser without the written consent of the Seller. In the event of default by the purchaser of any part of the purchase order, the Seller may with prejudice to or waiver of any other right of the Seller retain, at the Seller's election, any down payment or any balance thereof on hand at the time of such cancellation as liquidated damages.

Any payment not received past net 30 days are subject to finance charge of 18% per annum.

Delivery & Shipment:

The Seller will exert reasonable effort to adhere to the appropriate date of delivery as specified in the quotation or in any amendment thereto. The Seller shall not however be responsible for any delay or variation caused by change of specification, accident, strikes, fire, flood, embargoes or shortages of any material or the ability to secure any item from its normal sources in its normal manner. Purchaser agrees to accept such delayed shipments without penalty to the Seller.

Unless otherwise specified on the face of the purchase order, the Seller shall determine the transportation facility and the routing of the shipment. After delivery by the Seller to a carrier, FOB Seller's plant, the goods shall in all respects be at risk of the Purchaser and any claims for damages shall be made by the Purchaser against the carrier.

Seller's Proprietary Rights:

All drawings, inventions or improvements made by or for Seller in connection with the contract shall be Seller's property. Buyer shall not reproduce any drawing furnished by Seller, Buyer shall not disclose any of seller's trade secrets or any confidential information, whether or not designated as such, except as required in connection with the use of the goods or services covered hereunder.

Entire Agreement:

These terms and conditions shall be construed in accordance with the laws of South Carolina and shall constitute the entire agreement between the parties and no condition, promise or representation of any kind shall be binding upon the Seller unless contained herein or modified or waived except in writing by a duly authorized elected officer of the Seller.

Waiver or modification of any of the terms or the conditions herein shall not constitute a waiver or modification of the remainder of the terms or conditions.

Conditions on the purchase order form of the Purchaser at variance with the above terms and conditions are not recognized except as may be acknowledged in writing by a duly authorized elected officer of the Seller.

Ratified 10/23/03