

GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE:** Purchaser's submission of its Sales Order is deemed to include its acceptance of the following terms and conditions even though they may be additional to or different from the terms stated on the face of the Sales Order, or stated in specifications or other documents issued by Purchaser. These terms and conditions supersede all proposals and prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this sale, except as set forth in any Equipment or Parts Quotation ("Quotation") issued by Seller. These terms and conditions are material, they are hereby expressly made a part of the Sales Order, and together with the Sale Order will be referred to as the "Agreement". No waiver or amendment of any of the provisions of this Agreement shall be binding on Belanger, Inc. ("Seller"), unless made in writing expressly stating that it is such a waiver or amendment and signed by an authorized representative of Seller.

2. **THE SALE:** The Purchaser agrees to purchase, and Seller agrees to sell, on the following terms and conditions, the Items (hereafter referred collectively as the "Items") which may include goods, equipment and parts (each of which may be referred to as "Goods", or more specifically as "Equipment" or "Parts," as may be applicable in each instance) as shown on the foregoing page or pages of this document and/or as described in any purchase order issued by Purchaser and any Quotation issued by Seller that incorporates these Terms and Conditions by reference. The Purchaser agrees to accept the Items under the terms and conditions of this document. The Purchaser further agrees with respect to the Items to accept the responsibility for (1) Purchaser's selection of the Items to achieve the Purchaser's intended results; (2) Purchaser's use of the Items; and (3) the results obtained therefrom. The Purchaser shall have the responsibility for the selection and use of, and results obtained from any other equipment, products or chemicals not manufactured exclusively by Seller but used with the purchased Items.

3. **PRICES:** Prices are those in effect at the time of shipment unless otherwise previously agreed upon in writing, and are subject to change without notice. Orders are placed in accordance with the "Terms and Method of Payment" stipulated below. Placement of an order guarantees prices for 60 calendar days.

4. **TERMS AND METHOD OF PAYMENT:** Equipment Sales: A deposit of not less than 25% of the total purchase price is required to place any order for Equipment. Purchaser agrees to pay the amount shown as "Balance Due" on the foregoing page or pages of this document. The amount shown as Balance Due will be paid in certified funds in accordance with the payment terms outlined in the purchase agreement, or before shipment of goods from Belanger, Inc. (all fees, duties and taxes are the responsibility of the Purchaser for any method of payment). For purposes of this document, the term "Delivery of Equipment" shall mean the date upon which Seller attends delivery in accordance with the terms of this Agreement. Credit beyond the date of shipment shall be extended to accounts only if approved in advance, in writing. Seller reserves the right to withdraw or modify credit terms at any time. All prices will be stated in U.S. Dollars and all payments must be made in U.S. Dollars. In the event payment is not made in full according to the agreed terms, or failure to make such payment appears likely, Seller may exhaust all legal options to receive payment. Including, but not limited to the use of a collection agency, the exercise of available lien rights on the Equipment and on the property on which the goods reside, and/or the implementation of an immediate claim and delivery (replevin) action for recovery of the Equipment.

Parts Sales: Replacement Parts orders placed with Seller must be confirmed in writing. There is a \$35.00 U.S. minimum on all orders. Payment Terms for orders placed for the USA are Credit Card or C.O.D. Credit may be extended to accounts approved in advance, in writing. Seller reserves the right to withdraw or modify credit terms at any time. Payment Terms for orders placed for all countries outside the U.S. are Credit Card, Wire Transfer, Cash Before Delivery or Confirmed Letter of Credit. If Purchaser directs Seller to ship an Item prior to receipt of Purchaser's confirming order, Purchaser assumes all risk involved in possible errors with the accuracy of the order. All prices will be stated in U.S. Dollars. All payments must be made in U.S. Dollars. All sales are final 90 days from the date of invoice.

5. **CHANGE ORDERS:** Purchaser's order, after acceptance by Seller, shall not be subject to cancellation, change, or reduction in amount nor to any suspension by Purchaser of delivery until after the order is changed or modified in writing. The Purchaser shall keep said property in good working condition and physical appearance and free of liens and until a full description of the changes and/or modifications covered thereby, on a written change order form to be executed by both Seller and Purchaser. Changes or modifications to the order or to the ship date, following receipt of order confirmation from Purchaser to Seller, will be subject to an administrative fee in accordance with Seller's Policies and Procedures, as they may exist from time to time.

6. **TITLE:** Seller reserves the right to ship Goods under reservation for payment against documents of title. Title and a first and prior security interest to the property herein shall remain with the Seller until all payments are made and all conditions herein contained are and have been fully completed. Said property shall at all times be deemed personal property, even after attachment to realty. The Purchaser shall keep said property in good working condition and physical appearance and free of liens and until the purchase price is fully paid, shall maintain such insurance on said property as shall be requested by the Seller and shall name Seller as co-insured as Seller's and Purchaser's interest shall appear and further shall forward to Seller a copy of said policy.

7. **SECURITY INTEREST:** Seller reserves, and Purchaser hereby grants to Seller, a purchase-money security interest in each of the Items or Equipment listed herein in the amount of its purchase price less any deposit received. This interest will be satisfied by payment in full. A copy of this document, a Security Agreement or a Financing Statement may be filed on Seller's behalf with appropriate state and local authorities at any time after execution by the Purchaser to perfect Seller's security interest. Purchaser irrevocably appoints Seller and its attorney in fact to execute all documents to secure the purchase money security interest granted in this paragraph. Seller shall have such rights and remedies with respect to the security interest as are available to a secured party under the Uniform Commercial Code in effect on the date of this document. In the event Seller, or its assignees, shall take possession of said property because of the failure of the Purchaser to comply with the terms and conditions of this Agreement, Seller shall then have the authority to sell said property at a public or private sale, to apply the amounts received thereunder to the balance owed and to hold the Purchaser responsible for the cost of the recovery, repossession, renovation, sale and/or relocation of said property and any deficiency remaining after the sale. It is agreed that in any litigation to recover the property or purchase price hereunder, the prevailing party shall be entitled to recover, in addition to any damages, interest, reasonable attorney's fees and court costs.

8. **PAST DUE ACCOUNTS:** All accounts left unpaid after 30 (thirty) days from the date of invoice may be subject to a 1 and 1/2 percent (1.5%) per month account service charge and may be suspended until such time that payment terms may be changed to C.O.D. or Credit Card. Non-payment of Invoices and failure of effort to restore an account to good standing may result in the use of a collection agency.

9. **RISK OF LOSS OR DAMAGE:** The Goods shall be delivered when ordered by Purchaser on reasonable notice to Seller. Damage and liability for loss and damage in transit shall be the responsibility of Purchaser upon Seller delivering the Goods to a common carrier or contract carrier for shipment to Purchaser. Recovery for any damage or loss in transit shall be exclusively between the Purchaser and the Freight Carrier. Any loss, injury or destruction shall not relieve Purchaser from its obligations under this Agreement.

10. **SERVICE LIFE:** For safety to the Purchaser and users of the Equipment, the Equipment must be operated and maintained properly. Even when operated and maintained properly, the Equipment has a service life of five years unless otherwise provided in writing. Purchaser acknowledges its responsibility to operate and maintain the Equipment for the safety of users of the Equipment. Purchaser assumes responsibility and liability for any damages sustained by any person by reason of Purchaser's failure to operate and maintain the Equipment properly and for any operation of the equipment beyond its service life.

11. **LIMITATION OF LIABILITY: EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR PURCHASER SHALL BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR THE GOODS AND SERVICES PROVIDED HEREUNDER. PURCHASER'S SOLE REMEDY UNDER THIS AGREEMENT SHALL BE THE LIMITED EXPRESS WARRANTY SET FORTH IN SECTION 13 BELOW AND IN NO EVENT SHALL ANY REMEDY EXCEED REPAIR, REPLACEMENT OR REFUND OF ALL OR A PORTION OF THE PURCHASE PRICE OF THE GOODS AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY PURCHASE ORDER ISSUED BY PURCHASER OR ANY QUOTATION ISSUED BY SELLER.**

12. **PURCHASER'S INDEMNIFICATION OF SELLER:** Purchaser shall indemnify Seller for all claims arising out of or connected in any way to, the Goods, Equipment, Parts or other Items sold to Purchaser under this Agreement, including, but not limited, claims of personal injury, injury to property, breach of contract, and all other claims at law or equity brought by any party against Seller based upon any act or omission of Purchaser.

13. **LIMITED WARRANTY:**

Equipment:

Subject to the limitations stated below, Seller warrants that the Equipment sold hereunder, which is fabricated by Seller, shall be free from defects in workmanship and material under normal use and service for a period of 1 year plus 30 days from the date of invoice - CAT® Pumps will be warranted for 2 years from the date of invoice.

Parts:

Subject to the limitations stated below, Seller warrants that the Parts sold hereunder, shall be free from defects in workmanship and material under normal use and service for a period of 90 days from the date of invoice.

Limitations On All Warranties:

The warranties contained in this Section 13 are subject to the following limitations: (1) they are void if the factory specifications for operation and maintenance, found in original equipment manuals, and component manuals, are not followed, or if other than factory authorized erection, alterations or modifications are made to any Parts or Equipment; (2) defective Parts are warranted to the Purchaser only for repair or replacement through an authorized Purchaser or Distributor of Seller, or direct with Seller for a period of 13 months from the date of invoice; however, this warranty excludes all claims for failure resulting from normal wear and tear, improper installation, omission of factory specified preventative maintenance, misuse, abuse, negligence, third party damages, or acts of God and Purchaser agrees to submit to and assist Seller or its authorized Purchaser or Distributor in conducting in-warranty inspections of the Goods including inspection of any Equipment or Parts claimed to be defective by the Purchaser; (3) the cost of providing labor or repair to replace Equipment and Parts warranted to Purchaser will be included within the warranty only if such claim is made within 120 days from the date of invoice and then only during normal business hours through an authorized Purchaser or Distributor of Seller, or direct with Seller, and labor and service provided beyond the labor warranty period shall be subject to labor charges at the rates established by the local authorized Purchaser or Distributor or direct with Seller; (4) the warranties shall be void for all Equipment failures and premature

Part wear caused by the use of corrosive chemicals in the wash process, and the following list includes some, but not all, of the particularly corrosive chemicals that if used in conjunction with Equipment or Parts will void the warranty: Hydrofluoric Acid, Ammonium Bi-fluoride, Bromic Acid, Muriatic Acid, Sulfonic Acid, Phosphoric Acid, Hydrogen Cyanide,

Hydrochloric Acid, Sodium Hydroxide and Chlorinated Solvents; (5) Seller makes no warranty, express or implied, with respect to the design or operation of any entire system, in which Seller's Equipment or Parts sold hereunder are mere components; (6) In no event shall Seller be liable for any incidental, special, consequential, punitive or exemplary damages resulting from the furnishing, performance or use of any Goods or services sold pursuant hereto, whether due to a breach of contract, breach of warranty, negligence or any other

claim at law or equity. Seller shall not be liable for any damages of any kind, including, but not limited to, loss of business; inconvenience, or property damage of any kind; nor for any damages of whatever nature resulting in any way from the Purchaser's selection and use of any chemicals not manufactured exclusively by Seller but used with the purchased Equipment or Parts; or for any service not expressly provided herein related to or arising from the Equipment or Parts sold. Seller shall not be liable for damages resulting from Purchaser's use of any engineering recommendations, sales representations, technical assistance, advice or data other than that information contained in Belanger manuals; (7) all warranties, express, implied, or statutory, pertaining to the Equipment and Parts apply to the Purchaser only, are not transferable; are fully set forth herein; and no addition to or modification thereto shall be binding upon the Seller, unless made in writing and signed by a duly authorized employee of Seller.

No Other Warranties:

THIS LIMITED WARRANTY FOR EQUIPMENT AND PARTS IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE CONTAINED IN THE UNIFORM COMMERCIAL CODE - SALES ARE EXPRESSLY DISCLAIMED.

14. **RETURN OF GOODS:** Purchaser must notify Seller to request a "Return Material Authorization" (RMA) before the expiration of 90 days from the date of invoice. Seller shall not accept return of Goods without prior written Seller Material Authorization (RMA), and reserves the right to charge a 15% re-stocking fee. Seller reserves the right to refuse to accept returned Goods if the Goods are not received in the same condition as shipped to Purchaser, or if the cost of shipment is not prepaid by Purchaser. Acceptance of returned Goods with credit issued for the cost of thereof, minus 15% re-stocking fee as the case may be shall constitute full settlement of the transaction.

15. **RETURN OR REPAIR OF NON-CONFORMING GOODS:** If Purchaser claims Goods are non-conforming or under warranty, Purchaser must notify Seller to request a Return Material Authorization (RMA). Seller shall not accept return of Goods without prior written Return Material Authorization (RMA). Seller reserves the right to refuse to accept returned Goods if Purchaser does not prepay the cost of shipment or if the Goods have been damaged in shipment to the point of preventing inspection. Upon inspection, Seller may elect to replace or repair any non-conforming Goods or pre-mature failure of Goods under warranty at its sole discretion. Repair or replacement thereof, or credit for the cost thereof, shall constitute full settlement of any claim by Purchaser for damages, and shall constitute a full release of Seller with regard to the sale, and Seller shall not be responsible for any incidental or consequential damages. A prior decision by Seller to accept returned Goods does not constitute a binding obligation to accept return of future Goods.

16. **CONTINGENCIES:** Seller shall not be responsible for any failure to perform due to causes beyond its control. These causes shall include, but shall not be restricted to, fire, storm, flood, earthquake, explosion, accident, acts of a public enemy, war, or rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, labor shortages, transportation embargoes, or failure or delays in transportation and inability to secure raw materials or failure of machinery for the manufacturing of its devices, acts of God, acts of Federal government or any agency thereof, acts of any state or local government or agency thereof, and judicial action, all whether foreseen or unforeseen.

17. **TAXES:** Purchaser shall be responsible for all Federal, State, or Municipal Taxes now or hereafter imposed in respect to Purchaser's ownership or use of the property or Goods, the production, treatment, manufacture, delivery, transportation or proceeds of the products specified against such sales. Purchaser acknowledges and accepts its responsibility to remit all applicable taxes incumbent upon Purchaser due this transaction.

18. **TRADE MARKS AND DATA:** Many of the products sold by Seller and its authorized Purchasers or Distributors, have Trade Marks in common law, Trade Marks registered with the US Patent Office by Belanger, Inc., and by the manufacture of purchased Parts and components, and are usually identified with either ™ or ®. Unauthorized use of these Trade Marks is prohibited. Any unauthorized use of copyright © materials are prohibited.

19. **CONFIDENTIALITY AND RESTRICTIONS ON COMPETITION:** The parties acknowledge that Belanger has been or may be, from time to time, provided with a list of Belanger customers (the "Belanger Customers") that is proprietary and that Belanger has a significant and legitimate business interest in protecting this information.

Mindful of the above, the Purchaser agrees that during the Restriction Period (as below defined) it will not directly or indirectly sell products to any of the Belanger Customers that are competitive with Items manufactured or sold by Belanger, and it will maintain the identity and related information regarding the Belanger Customers strictly confidential.

The "Restriction Period" is that period of time beginning from the date of this Agreement and continuing for two years from the time that the Purchaser terminates its relationship as a Purchaser with Belanger. The Restriction Period shall be extended by the length of time equal to the duration of any period during which the Purchaser is in violation of these restrictions.

The Purchaser agrees that Belanger will not have an adequate remedy at law to protect its business should the above restrictions be violated, and thus the Purchaser agrees that Belanger will be entitled to injunctive relief. In addition to such other remedies and relief that would, in event of a breach of these provisions, be available to Belanger. Further, in partial compensation to Belanger for any breach in this Agreement, the Purchaser agrees to pay Belanger, as liquidated damages, a sum equal to 30% of the gross sales price of all competing products sold to Belanger Customers as a consequence of the violation of this Agreement plus payment of Belanger's costs (including reasonable attorney's fees) incurred while seeking to enforce the provisions of this Agreement. Any monies or other entitlements due to Purchaser from Belanger by virtue of its relationship as Purchaser, or otherwise, shall be subject to set-off and/or stayed until there has been a final determination and satisfaction of any breach of this Agreement.

To the extent that these restrictions may be found to be unreasonable in any respect by a court of competent jurisdiction, it is the desire of the parties that such court limit these provisions to render these restrictions reasonable in light of the circumstances in which they are made so that this Agreement may be specifically enforced.

20. **DISPUTE RESOLUTION.** The parties agree that all claims, demands, disputes, controversies and differences arising under this Sales Order including these attached Terms and Conditions, or their interpretation, or enforcement, shall be settled exclusively by binding arbitration in accordance with the rules prevailing of the American Arbitration Association and judgment on the award thus rendered may be entered in any court having jurisdiction thereof; provided, however, Belanger may sue in court for injunctive relief and to recover possession of its Goods. Any arbitration or litigation initiated by either party shall be conducted in Oakland County, Michigan; or at Belanger's election: i) in the county where injunctive relief would be enforced.; or ii) if Belanger is seeking recovery of Goods in the county where the majority of the Goods sought to be recovered are located.

21. **ASSIGNMENT:** Any contract made hereunder shall be binding and shall inure to the benefit of the successors and assigns of the entire business and good will of either Seller or Purchaser or of that part of the business of either used in the performance of such contract, but shall not be otherwise assignable. Additionally, the Seller has the right to assign this contract for financing purposes and the Purchaser agrees to supply all information required by the financing company for credit purposes. In the event that said Purchaser does not qualify for credit for financing, then Seller shall have the option to terminate and cancel this contract.

22. **ENTIRE:** The contract formed hereunder constitutes the complete and final agreement between the parties. No promises, terms, conditions, or obligations, other than those contained herein, shall be binding upon Seller or Purchaser, and such contract shall constitute the entire agreement between the parties. All promises, terms, conditions, or obligations, other than those written, between the Parties or their respective agents. Each Party agrees to execute and deliver such additional documents and instruments, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement, and the transactions contemplated hereby.

23. **TIME FOR BRINGING ACTION:** Any actions for breach of this contract must be commenced within one (1) year after the cause of action has accrued.

24. **NO THIRD PARTY BENEFICIARIES:** This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

25. **WAIVER:** The failure of any party to seek redress for violation of or to insist upon the strict performance of any agreement, covenant or condition of this Agreement will not constitute a waiver with respect thereto, except to the extent that such waiver is in writing, or with respect to any subsequent act.

26. **SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under any such law, such provision will be limited to the minimum extent necessary to render the same valid or will be excised from this Agreement, as the circumstances require, and this Agreement will be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by law.

27. **MODIFICATION: AMENDMENT:** This Agreement may only be modified or amended in a writing signed by an authorized representative of each Party with the authority to sign amendments to this Agreement.

28. The Parties represent that they have read this Agreement and have sought the advice of counsel regarding the terms and conditions of this Agreement.

29. **CUSTOMER ACKNOWLEDGMENT.** No orders will be shipped until and unless Purchaser delivers to Seller a Customer Acknowledgement, in the form of attached Exhibit A signed and dated by the Customer.