

**Definitions:**

The SELLER means AquaSept, LLC.

The BUYER means the customer of AquaSept, LLC.

The CONTRACT means any contract for the sale of products by the Seller to the Buyer.

The PRODUCT means goods of any description forming the subject matter of this contract, including parts, components and ingredients of any materials incorporated into the product.

**Acceptance:** These terms and conditions of sale, together with information contained in Seller's written product order, quotation, acknowledgment and/or invoice, shall constitute the entire agreement and understanding of Seller and Buyer for the purchase and sale of Seller's products. Buyer must review acknowledgment for accuracy, and notify Seller immediately of any discrepancies. Buyer's acceptance of delivery of or payment for any product will constitute Buyer's acceptance of all terms and conditions of sale.

**Price:** All quotations and order acknowledgments, written, verbal, electronic or facsimile, are based on today's costs. In the case of annual purchase orders, if costs vary significantly prior to completion of the order, the Seller reserves the right to notify the Buyer of price changes. Prices exclude all freight, insurance, delivery charges and all taxes or duties, unless otherwise expressly agreed upon and indicated in writing by the Seller.

**Quotations:** Quotations by the Seller, unless otherwise stated or agreed by the Seller in writing, will be open for acceptance for a period of thirty (30) days after the date of the quotation.

**Payment:** All orders are processed by credit card at the the time of order placement. If credit has been extended, all invoices are payable, without discount or deduction of any kind, in U.S. dollars, thirty (30) days following the invoice date. Seller rejects all additional, different, or modified terms and conditions submitted by Buyer. The Buyer is required to pay an interest penalty of 18% per annum on any overdue amount from the date the payment was due to that on which it was made, and reimburse the Seller all costs and expenses (including legal costs) incurred in the collection of any overdue amount. Any payment terms other than those identified above will be indicated in a separate written agreement between both parties.

**Risk; Title; Delivery:** Risk in the goods will pass to the Buyer as soon as the goods are shipped (FOB, WI, unless otherwise noted).

**Claims/Complaints:** The Buyer will inspect all deliveries of goods as they are received and report within seven (7) business days of the delivery date to the Seller, any alleged error, shortage, defect or non-conformity of the received goods or to ask for a Return Authorization. Any claim of faulty goods must be accompanied by samples and/or photos to illustrate the fault. Failure by the Buyer to inspect and report the above will constitute a waiver by the Buyer of any claim or right of the Buyer against the Seller with respect to such error, shortage, defect or non-conformity. The Seller will have the option of replacing, repairing or crediting the invoice value of the goods delivered to the Buyer which are shown to be defective or non-conforming. If the problem is due to customer's alteration of the product, the product warranty is voided and the customer is responsible for the cost of the repairs.

**Returns:** The Buyer MUST obtain authorization to return products purchased from the Seller, whether the product is defective or not, prior to any such return. Requests may be submitted to the Seller. Any request for a Return Authorization must be accompanied by a clearly detailed explanation as to the reason for the return, and in the case of allegedly defective product, samples and/or photos showing the problem. Requests for Return Authorizations for defective product must be submitted within the time frame defined in the Claims/Complaints section above. The Seller shall be responsible to review and approve or disapprove all requests for return and to notify the Buyer within seven (7) business days from the date of its receipt.

In the case of non-defective product, the Buyer may request a return and be issued, at the Seller's sole discretion, full credit, replacement or refund for up to thirty (30) days from the Invoice date. All product must be unmarked, in the original, sealed containers, be in good, resalable condition and be accompanied by the Invoice. A minimum 15% restocking fee will be charged within thirty (30) days of product return. A minimum 25% restocking fee will be charged for returns after thirty (30) days and up to ninety (90) days from the date of Invoice, depending on the reason for the return. If the return is determined to be due to Seller's error, full credit, refund or replacement will be allowed for up to ninety (90) days. If the return is due to Buyer's error (or Buyer has changed their mind), credit, refund or replacement will be at the sole discretion of Seller. No requests for Return Authorization will be accepted after ninety (90) days from the Invoice date. Discontinued products may not be returned, regardless of age.

Along with receiving authorization to return product, the Buyer will be issued a Return Authorization Number (RA#) by the Seller. The RA# must be clearly marked in large characters on any and all shipping cartons(s) or pallet(s) near the shipping address. Any returned products must be shipped to the Seller, freight prepaid, at the Buyer's expense, unless expressly agreed to by the Seller. Any return shipment received without an RA# clearly visible on the shipping carton(s) or pallet, will be refused.

**Evaluations:** The Seller may offer products for Buyer evaluation based on a mutual agreement between both parties. These evaluations will be based on a pre-agreed time period. The evaluator will provide the Seller a credit card number to hold on file or other suitable mutual agreement.

**Liability:** The Seller makes no guarantees or assurances as to the results that may be obtained from the use of the products sold to the Buyer beyond the directions for use in the product literature. The product has a one year parts warranty from date of sale for defects. It is the Buyer's responsibility to maintain and replace parts such as tubing and O rings that are affected by sterilization. The Seller warrants that the products sold hereunder conform to the Seller's applicable specifications for such products (subject to Seller's standard tolerances for variations). Under no circumstances will the liability of the Seller to the Buyer exceed the invoice value of the product.



## TERMS AND CONDITIONS OF SALE

The Seller does not guarantee the performance or safety of other manufacturer's sterile pour bottles used with the AquaSept™ Sterile Pour Bottle Adapter. Variations in bottle design/material/quality may result in bottle failure. Buyer must use at their own risk.

Under no circumstances will the Seller have any liability for --

- 1) any defects resulting from wear and tear, accidents, or improper use or storage after delivery.
- 2) any products that have been altered after delivery.
- 3) any information in the Seller's catalogs or other advertising or informational materials since they are intended only to convey a general idea of the product and not to form any part of the contract.
- 4) Failure (i.e. leaks, breaks, bursts) of any equipment not provided by Seller.

The Seller will not be liable for any failure in the performance of its obligations under the contract caused by factors beyond Seller's control.

**Separability:** The invalidity or unenforceability of any provision, term or condition of this contract will not affect the validity and enforceability of the remainder of the provisions, terms or conditions.