



# Terms and Conditions

## TERMS

Terms: Wire transfer, Credit Card

IF PAYMENT IS APPLIED ON A CREDIT CARD FOR PURCHASES OVER \$1000.00 A 2% SERVICE FEE APPLIES.

NOTE: Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the purchaser hereunder, or any acceptance of such equipment or services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

## CONDITIONS OF SALE

1. GENERAL Unless otherwise expressly agreed in writing by a duly authorized representative of CroixWater4Life these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean CroixWater4Life and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by CroixWater4Life. Orders shall be subject to acceptance at the CroixWater4Life principal corporate office in Lakeland, Minnesota.

2. DELIVERY Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser or by any reason of any of the contingencies set forth below CroixWater4Life may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. CroixWater4Life reserves the right to make delivery in installments.

3. SECURITY AND RISK OF LOSS. Upon request from CroixWater4Life, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of CroixWater4Life. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.

4. PAYMENT If Purchaser fails to pay any invoice when due, CroixWater4Life may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice. A service charge of the lesser of 1 1/2 % per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of CroixWater4Life, constitute a default in addition to all other remedies CroixWater4Life may have under these conditions of sale or applicable law. If, in the judgment of CroixWater4Life, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, CroixWater4Life may require payment in advance or cancel any outstanding order, whereupon CroixWater4Life shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date CroixWater4Life is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required of CroixWater4Life by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments.

5. FORCE MAJEURE CroixWater4Life shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser. Compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

6. **LIMITATION OF LIABILITY** IN NO EVENT SHALL CroixWater4Life BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether an account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. The liability of CroixWater4Life on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contractor the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product-covered by or furnished under this contract shall in no case exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim. All causes of action against CroixWater4Life arising out of or relating to this contract of the performance hereof shall expire unless brought within one year of time of accrual thereof.

7. **PRICES** Prices to the Purchaser shall be the CroixWater4Life price in effect at time of order. CroixWater4Life may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices. This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser. This price does not include any Federal, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse CroixWater4Life, its subcontractors or suppliers any such taxes which CroixWater4Life, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser. The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

8. **INFORMATION FURNISHED PURCHASER** Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of CroixWater4Life and may not, without its consent, be copied or communicated to a third party.

9. **PATENT INDEMNITY** To the extent that any Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that CroixWater4Life is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design instructions, modification, combination, performance or production, a suit or proceeding is brought against CroixWater4Life, Purchaser agrees to indemnify CroixWater4Life

10. **ASSIGNMENT** Any assignment of this contract, or any rights hereunder. Without prior written consent CroixWater4Life by a duly authorized representative thereof shall be void.

11. **TERMINATION** Any order or contract may be canceled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by CroixWater4Life

12. **PARTIAL INVALIDITY** If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained herein.

13. **REMEDIES** The remedies expressly provided for in these conditions shall be in addition to any other remedies which CroixWater4Life may have under the Uniform Commercial Code or other applicable law.

14. **ENTIRE AGREEMENT** The conditions and terms set forth in this Agreement represent the entire agreement and understanding by and between Seller and Purchaser and shall be construed and governed by the laws of the State of Minnesota.

15. **BINDING EFFECT** This Agreement shall be binding upon the parties, their agents, successors and assigns.

16. **ARBITRATION** If any dispute would arise between the parties which the parties can not settle, either party may submit the dispute to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Both parties agree to be bound by the arbitrators decision. Arbitration shall be conducted in Minneapolis, Minnesota or St. Paul, Minnesota.

17. **FORUM** Any and all disputes, concerns and contracts shall be construed and interpreted in accordance with the laws of the State of Minnesota.

#### **ClearWater4Life**

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