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**CONTAIN WATER SYSTEMS INC.**

ENGINEERING / CONSTRUCTION / MANUFACTURING  
WWW.CONTAINWATERSYSTEMS.COM

## **CONTAIN WATER SYSTEMS INC. ORDER CHANGES – DAMAGED GOODS.**

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CONTAIN WATER SYSTEMS INC. Terms & Conditions Damaged Goods and Returns CONTAIN WATER SYSTEMS INC. is devoted to providing unrivaled customer service and technical support to our customers.

We guarantee that our products are of the highest quality in workmanship and detail. If you obtain a faulty product, or one that does not work as promised, please call our Customer Service Department (+1) 855-h20-tank and we will take immediate action to resolve the issue.

Apart from anything stated in this paragraph, all guarantees of CONTAIN WATER SYSTEMS INC. are limited by and subject only to the conditions of the LIMITED WARRANTY STATEMENT on our website.

Order Cancellation CUSTOM PRODUCTS: cancellation fees of 5% of the transaction or a minimum of \$1,000, whichever is greater will apply – as well as any additional costs for raw materials and resources committed to the order.

Cancellation fees apply regardless of shipment status.

**STANDARD GOODS:** Order cancellation fees may apply for orders cancelled. Cancellation fees are 5% of the transaction or a minimum of \$1,000, whichever is greater. Cancellation fees apply regardless of shipment status. Damaged Goods and Returns If a product is damaged in transfer, the Purchasing Party must NOTATE THE BILL OF LADING PRIOR TO THE CARRIER'S REPRESENTATIVE LEAVING THE PREMISES. PHOTOS or VIDEO of damaged goods will assist in filing a claim with the carrier. The claim is to be filed by the party who arranged freight and must include a copy of the notated bill of lading and photos of damage.

Claims for damage or errors in shipping must be reported within one (1) business day following delivery, by the Purchasing Party. The Purchasing Party shall have five (5) business days from the date the Purchasing



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Party receives any products to inspect such products for defects or nonconformance which are not due to damage, shortage or errors in shipping and notify CONTAIN WATER SYSTEMS INC. of any such defects, nonconformance or rejection of such products.

Shortage claims or other such errors must be made supplied in writing to CONTAIN WATER SYSTEMS INC. within five (5) business days after receipt of shipment, and failure to do so or to give such notice shall constitute unqualified acceptance and a waiver of all such warranties or guarantees by the Purchasing Party.

After such acceptance, the Purchasing Party shall have no right to reject the products for any reason or to revoke acceptance. The Purchasing Party hereby agrees that five (5) such business days is a reasonable amount of time for inspection and revocation. The Purchasing Party shall have no right to order any modifications to any product previously ordered by the Purchasing Party or its representatives or cancel any order without CONTAIN WATER SYSTEMS INC.'s written consent and payment to CONTAIN WATER SYSTEMS INC. of all charges, expenses, commissions and reasonable profits owed to or incurred by CONTAIN WATER SYSTEMS INC.

Specially fabricated or custom products may not be returned in any case and no refund will be made. The exclusive remedy for damaged merchandise said to be defective in craftsmanship or material will be the replacement of the product subject to the manufacturer's inspection and warranty and subject to the terms of the LIMITED WARRANTY set forth in terms and conditions on our website as noted above.

Returns. ALL RETURNS MUST BE AUTHORIZED BY CONTAIN WATER SYSTEMS INC. . If you would like to return a product, please contact Customer Service at (855) h2o-tank for directions. ALL RETURNS MUST INCLUDE AN INVOICE NUMBER. Any unused goods that are stocked by CONTAIN WATER SYSTEMS INC. may be exchanged for credit – no refunds are accepted (unless otherwise agreed in writing), other than an applied credit – based on pre-approval. The product cannot have been used, modified, repaired, altered, damaged, installed, or reconditioned in any way. The Purchasing Party is responsible for any and all shipping costs both ways. A restocking charge of 20% will be applied for accepted returns. Any goods returned after 45 days from ship date will not be accepted. The Purchasing Party may return a CONTAIN WATER SYSTEMS INC. - stocked product ONLY if it is in new condition, suitable for resale in its original, undamaged packaging and containing all of its original parts. The Purchasing Party will be charged a deduction for any goods that are not returned in this condition, if the return is accepted, deduction charges are not to exceed the cost of putting the product in a salable



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condition. Items that are not kept in stock will be returned only if the Manufacturer agrees to the return, refunds on such returns will be processed according to the manufacturer's terms.

Please request a copy of the manufacturer's return policy prior to purchase. No refunds will be made on any product that is custom, specially manufactured, or built to order.

CONTAIN WATER SYSTEMS INC. reserves the right not to accept any return which is not in compliance with the above. Any products that are returned without the proper CONTAIN WATER SYSTEMS INC. issued authorization form may result in your credit being denied or delayed. All products must be returned with duties or taxes paid (if applicable), prepaid freight and no COD or Freight Collect shipments will be accepted. Freight Policy, Shipping, and Deliveries All Delivery Dates Are Estimated CONTAIN WATER SYSTEMS INC. cannot be held accountable for the delivery of supplies in the exact time period stated. The delivery phase shall begin from the time that CONTAIN WATER SYSTEMS INC. has confirmed receipt of completed conditions and/or applicable documents required to effect shipment, including compensation in full in advance, any applicable export permits, any certification or import licensing required by the destination port, exchange permit, shipping directions, etc.

Customer Responsibility. The Purchasing Party shall become responsible for all risk of loss or damage for products and title to products when the products are made accessible to the Purchasing Party at the CONTAIN WATER SYSTEMS INC. elected factory or warehouse site or upon discharge and collection to the Purchasing Party's freight forwarder or chosen carrier in the U.S., as indicated by the Purchasing Party.

CONTAIN WATER SYSTEMS INC. will have satisfied its commitment under the shipping terms specified herein, upon such release to the Purchasing Party. Insurance The Purchasing Party shall be responsible for obtaining insurance, export authorization, and for the handling of all other paperwork. If a product is damaged in transfer, the Purchasing Party must file a claim exclusively with airline, carrier, vessel, and/or insurance company, and CONTAIN WATER SYSTEMS INC. cannot be held liable.

Additional terms and conditions may apply to certain export orders at the sole discretion of CONTAIN WATER SYSTEMS INC. . International Shipping All international shipping terms shall have meaning set forth in the Uniform Commercial Code (the "UCC") for domestic sales or in INCOTERMS 2000, as published by the International Chamber of Commerce, Paris, France, for international sales. The Purchasing Party must be responsible for shipment specifications, including method and route of shipment, unless other arrangements are specifically agreed upon with CONTAIN WATER SYSTEMS INC. . Shipping Quotes



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CONTAIN WATER SYSTEMS INC. can, upon request, quote prices for insurance and/or freight. All shipping and insurance costs will be assumed by the Purchasing Party. Payment Terms Notwithstanding the latter or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with CONTAIN WATER SYSTEMS INC. until payment of the purchase price is made in full by the Purchasing Party (including any freight costs, if applicable). In the event that CONTAIN WATER SYSTEMS INC. and the Purchasing Party have agreed to any changes to the payment terms hereof, or the funds advanced by the Purchasing Party (do not) clear after the product has been released to the Purchasing Party's designated carrier, the legal title to the goods shall be deemed by law to pass to the Purchasing Party at the time such delivery.

**Transfer of Ownership.** The Purchasing Party hereby grants, and by acceptance of the products shall be deemed to have granted, to CONTAIN WATER SYSTEMS INC. a first security interest and charge in all goods so delivered to secure payment of the purchase price and other amounts including shipping fees, sales tax, import or export licenses and other fees not included owing by the Purchasing Party hereunder in connection with the sale in question.

CONTAIN WATER SYSTEMS INC. may reclaim any products delivered to the Purchasing Party or in transit if the Purchasing Party shall fail to make payments when due. Delivery CONTAIN WATER SYSTEMS INC. reserves the right to make delivery in installments; and all such installments, when separately invoiced, shall be paid for when due per invoicing, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.



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