

CONTAIN WATER SYSTEMS INC.

ENGINEERING / CONSTRUCTION / MANUFACTURING WWW.CONTAINWATERSYSTEMS.COM

CONTAIN WATER SYSTEMS INC. POLICIES, STANDARD TERMS & CONDITIONS – SHIPPING.

Contain Water Systems Inc. freight charges are competitive with current freight rates on the market. We compare rates for carriers to get you comparative costs on shipping and handling. Questions? We can help! Call our team at **1.855.H20.TANK or contact us online.** <u>www.ContainWaterSystems.com</u>

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.







1-855-H20-TANK

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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

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





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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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