



# CWSI

## CONTAIN WATER SYSTEMS INC.

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### CONTAIN WATER SYSTEMS INC. POLICIES, STANDARD TERMS & CONDITIONS:

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Please find our Policies, Guarantee, Shipping, and Security & Privacy below.

- 1. Warranty/Guarantee** CONTAIN WATER SYSTEMS INC. (CONTAIN WATER SYSTEMS INC. ) is devoted to providing unrivaled customer service and technical support to our customers. We guarantee our products and will stand behind them. 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 at (+1) 855-h2o-tank and we will take immediate action to resolve the issue.  
We promise to do our best to make sure that you are absolutely satisfied with your product. 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
- 2. Purchasing and Sales** CONTAIN WATER SYSTEMS INC. reserves the right to call for certification confirming the Purchasing Party's identity and to validate same, before any order is accepted by CONTAIN WATER SYSTEMS INC. Ownership of a CONTAIN WATER SYSTEMS INC. product catalogue or contact to the website or assorted other literature materials does not comprise the right to procure goods or services from CONTAIN WATER SYSTEMS INC. CONTAIN WATER SYSTEMS INC. reserves the right to revise, amend, or change all published work without notice. All prices are subject to change without notice. All sales are subject to these terms and conditions. The Purchasing Party concedes that until it is confirmed and accepted by CONTAIN WATER SYSTEMS INC. an order may not be accepted and no binding contract exists between CONTAIN WATER SYSTEMS INC. and the Purchasing Party. CONTAIN WATER SYSTEMS INC. reserves the right to annul or withdraw any order if it is in violation or determined to be in violation of any U.S. laws or regulations principal to export transactions. Sales to certain persons or entities may be banned under applicable regulations of the U.S. Treasury Department.



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3. **Terms of Supply.** All purchase orders for products offered by CONTAIN WATER SYSTEMS INC. are subject to recognition of acceptance of the order by CONTAIN WATER SYSTEMS INC. By placing an order with CONTAIN WATER SYSTEMS INC. the Purchasing Party has agreed to and accepted CONTAIN WATER SYSTEMS INC. 's Terms and Conditions. No alterations of the terms and conditions by the Purchasing Party shall be binding upon CONTAIN WATER SYSTEMS INC. unless explicitly agreed to in writing by CONTAIN WATER SYSTEMS INC. If the Purchasing Party suggests terms and conditions in a purchase order or other communications that are divergent to the applicable terms and conditions herein, CONTAIN WATER SYSTEMS INC. 's acceptance of any such order shall not be interpreted as consent to any of the terms and conditions projected by the Purchasing Party, and will not constitute a waiver by CONTAIN WATER SYSTEMS INC. of any of the terms and conditions pursuant to which this contract is made. The terms herein the terms and conditions will administrate all purchase orders accepted by CONTAIN WATER SYSTEMS INC. , unless other varying terms are particularly agreed to in writing and countersigned by CONTAIN WATER SYSTEMS INC. . THESE TERMS AND CONDITIONS SHALL COMPRISE THE COMPLETE AGREEMENT BETWEEN CONTAIN WATER SYSTEMS INC. SUPPLIER AND THE PURCHASING PARTY, AND SHALL BE PRESIDED OVER BY AND INTERPRETED ACCORDING TO THE INTERNAL LAWS OF DRIPPING, TEXAS AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA. THE RIGHTS AND RESPONSIBILITIES OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE REGULATIONS OF THE 1980 U.N. CONVENTION ON INDENTURES FOR THE INTERCONTINENTAL SALE OF GOODS.
4. **Sales Prices** All published sales prices do not include shipment, taxes and/or duties, handling fees, and are publicized in U.S. Dollars and must be remunerated in U.S. Dollars (unless otherwise stated on your proposal). For products that are destined for delivery outside of the U.S., charges and fees may vary. CONTAIN WATER SYSTEMS INC. reserves the right to charge the correct price of a product in the event of a publishing inaccuracy. CONTAIN WATER SYSTEMS INC. industriously to uphold pricing but it is subject to change in accordance with pricing of market sensitive commodities and market circumstances. Therefore, any and all listed or published prices are subject to alteration without notice. Prices for large volumes of products or other items not listed on our website or found in our publications are accessible by request. Please contact our Sales Specialists for an estimate on these items. Supplementary charges and fees may apply in the occasion that the sale to a specific destination necessitates an export license.



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5. **Import Fees, Duties and Sales Tax** The Purchasing Party assumes all responsibility for, and guarantees payment absolutely for compensation of, any and all pertinent taxes, fees, licenses, import duties, unforeseen charges or expenses regarding sales tax or customs fees that may be applicable. State and local sales tax will be applied to items sold to customers, if no sales tax exemption certification has been provided. Items sold outside of Texas are subject to local, state, and federal laws and is the responsibility of the Purchasing Party.
  
6. **Payment Terms** Payment for all orders must be made prior to shipping unless particularly agreed to in writing. Payment may be made to CONTAIN WATER SYSTEMS INC. via credit card, Terms for approved accounts, check or E-check (drawn on a domestic bank only), wire transfers, or by irrevocable letter of credit drawn on a U.S. bank and subject to CONTAIN WATER SYSTEMS INC. sanction of the terms of the letter of credit. All payments are to be made in U.S. Dollars. Checks presented as mailed and faxed shall be authorization for CONTAIN WATER SYSTEMS INC. to initiate either an electronic debit or to create and process a demand draft against purchasing party's bank account, in the amount of check, on or after the hard copy is not received as promised. All fees associated are the responsibility of the Purchasing Party. In the event of insufficient funds/returned check, the check writer/Purchasing Party will be responsible to cover the amount of the check, plus all fees to which the recipient is legally entitled. If the financial obligation regarding insufficient funds/returned check is not satisfied within 5 days, the order may be canceled, and the previous credit term agreement may be revised. At CONTAIN WATER SYSTEMS INC. 's discretion, any late payments may cause revision/revocation of previously extended credit terms. Order cancellation fees apply for orders canceled after payment received but before orders are fulfilled (regardless of in-stock or non-stock status). Cancellation fees are 5% of the transaction or a minimum of \$1,000, whichever is greater. Orders for non-stock items may only be canceled if materials have not been procured, fabrication has not started and products have not shipped. All sales are final on custom orders (see sections 9 and 11) purchase order acceptance.
  
7. **Credit Issuance** The Purchasing Party agrees that any credit balances issued will be applied within (1) year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY REMAINING BALANCE WILL BE SUBJECT TO ANNULMENT, AND CONTAIN WATER SYSTEMS INC. SHALL HAVE NO FURTHER RESPONSIBILITY.
  
8. **Storage Fees** CONTAIN WATER SYSTEMS INC. strives to ship products quickly and efficiently. Failure to do so results in the reallocation of valuable facility space for Purchaser's shipment.



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Purchaser is responsible to have product shipped/picked up in a timely manner once notified of pick up availability. Timely manner is defined as "within 5 days of estimated ship date being provided or within 5 days of shipping readiness date." CONTAIN WATER SYSTEMS INC. reserves the right to apply storage fees should Purchaser fail to remove product from facility during this period. Should Purchaser exceed timely manner for prepared shipment, CONTAIN WATER SYSTEMS INC. may levy storage fees at their discretion on a case-by-case basis as follows: \$3.00 per square foot of facility space per day for product exceeding timely manner for shipment. Should Purchaser know of any delay of shipment or payment in advance, CONTAIN WATER SYSTEMS INC. must be notified for storage fees to be waived. All storage fees are due prior to shipment. Should storage fees reach or exceed sale price of the product or delay shipment for 90 days, whichever comes first, Purchaser's product may be subject to forfeiture, relisting, and all payment forfeited. CONTAIN WATER SYSTEMS INC. retains the right to apply forfeiture at their discretion.

9. Freight Policy, Shipping, and Deliveries All delivery dates are estimated. CONTAIN WATER SYSTEMS INC. cannot be held accountable for the delivery of the supplies in the exact time period stated. Rush fees may apply for orders requested outside the current lead times: 10% of the order or a minimum of \$1,000, whichever is greater. 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. Unless otherwise specified in writing (and additional insurance may apply), 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. 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. . 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



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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. . 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. 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. 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. 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.

- 10. Inspection and Acceptance** Specially fabricated or custom products may not be canceled or returned in any case and no refund will be given. All sales final on custom orders. Claims for damage or errors in shipping must be reported within one (1) business day following delivery, by the Purchasing Party. If damage is known upon acceptance of delivery, freight carrier must be notified of damage present at the receipt of goods. The Purchasing Party shall have five (5) business days from the date the Purchasing Party receives any products to inspect such products for defects or non-conformance which are not due to damage, shortage or errors in shipping and notify CONTAIN WATER SYSTEMS INC. of any such defects, non-conformance 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



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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. 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 below.

- 11. Limited Warranty Statement** CONTAIN WATER SYSTEMS INC.'S exclusive warranty, if applicable, is that provided by the product's manufacturer. CONTAIN WATER SYSTEMS INC. makes no express or implied warranties. CONTAIN WATER SYSTEMS INC. disclaims any and all express or implied guarantees, whether implied by operation of the law or otherwise, including, but not limited to, all implied warranties of use. Warranty will not apply if any products are altered or modified in any way after delivery. In no event, nor under any circumstances will CONTAIN WATER SYSTEMS INC. be liable for personal injury or property damage or any other damage, loss, cost of repairs or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, guarantee, contract, strict liability, negligence or any other cause of action arising in connection with the manufacture, sale design, transportation, installation, use, or repair of the products sold by CONTAIN WATER SYSTEMS INC. The Purchasing Party hereby acknowledges and agrees that under no circumstances, nor in any event, shall the liability of CONTAIN WATER SYSTEMS INC. if any at all, exceed the purchase price of the product. No additional allowance will be made for expense or labor of repairing or replacing defective goods, or workmanship or damage resulting from the latter. CONTAIN WATER SYSTEMS INC.'s sole liability shall be limited to repair, replacement, credit, or refund; at CONTAIN WATER SYSTEMS INC.'s sole discretion of products returned to CONTAIN WATER SYSTEMS INC. by the Purchasing Party. CONTAIN WATER SYSTEMS INC. makes no guarantees to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act. A Material Data Safety Sheet (MSDS) is required for ALL liquid containment products for approval of contact times. The factory laboratory will issue a certificate of conformity which indicates approval status based on the data from the MSDS. Should formal approval not be requested along with an MSDS, then CONTAIN WATER SYSTEMS INC. provides no warranty for materials.



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- 12. Returns.** No returns will be authorized on any product that is custom, specially manufactured, or built to order. All sales are final on custom orders. Any unused goods that are stocked by CONTAIN WATER SYSTEMS INC. may be returned within 30 days for refund, exchange, or credit less a 20% restocking fee. It can take up to 60 days for all monies to be refunded. 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 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. All returns must be authorized by CONTAIN WATER SYSTEMS INC. If you would like to return a product, please contact Customer Service at 1-855-h2o-tank for directions. 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.
- 13. Descriptive Literature, Catalogs, Website, etc.** Although CONTAIN WATER SYSTEMS INC. has used great lengths to illustrate and describe accurately the goods in all illustrations, descriptions, photographs, articles, catalogues, website design, and literature, they are a general representation of the products. Any descriptions and illustrations of products are for the use of identification only and do not imply or express in any way a warranty affirmation of fact that the products will conform to their respective illustrations or descriptions. CONTAIN WATER SYSTEMS INC. expressly disclaims any warranty or affirmation of fact, express or implied, other than as set forth in the Warranty Statement online and above. CONTAIN WATER SYSTEMS INC. reserves the right to change or make substitutes in design, specifications or materials, which are an improvement or necessary due to regulations or priorities established by governmental authority or resulting from non-availability of materials from suppliers.



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14. **Product Suitability** CONTAIN WATER SYSTEMS INC. cannot guarantee compliance with important individual laws, regulations governing sales, codes, construction or installation regulations, etc., for all the various countries and localities that we service; and CONTAIN WATER SYSTEMS INC. cannot be held responsible for the use or installation of products purchased from CONTAIN WATER SYSTEMS INC. . The Purchasing Party assumes responsibility for compliance with all applicable laws, regulations, and standards in the countries to which the goods will be shipped, sold and used. Please review the product application and local codes, laws and regulations before purchasing a product from CONTAIN WATER SYSTEMS INC. to be sure that the product, installation and use will comply with local laws. The Purchasing Party is responsible for applying for and obtaining any permits and inspections required for the installation and/or use of products at their own expense. Any recommendations made by CONTAIN WATER SYSTEMS INC. concerning compliance, use, design, installation or operation of the products cannot be construed as representations or warranties, expressed or implied and shall not impose any liability upon CONTAIN WATER SYSTEMS INC.

15. **Indemnification & Hold Harmless** CONTAIN WATER SYSTEMS INC. shall not be held liable for damages or loss to the Purchasing Party or any other person(s) due to improper installation or application of the products. The Purchasing Party shall defend, indemnify and hold harmless CONTAIN WATER SYSTEMS INC. and its owners, agents and employees against any loss, damage, claim, suit, liability, judgment or expense. The above statement is including, without limitation to, attorney's fees, or liability arising in connection with or out of any injury, death or disease of persons, or loss or damage to property or the environment, or violation of any applicable laws or regulations resulting from, or in connection with, the sale, transportation, installation, use, or repair of the products by the Purchasing Party. CONTAIN WATER SYSTEMS INC. is not liable for the violation of the proper use of information, designs, services or other work supplied to the Purchasing Party, whether caused by the concurrent and/or contributory negligence of the Purchasing Party, CONTAIN WATER SYSTEMS INC. , or any of their owners, agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the fulfillment or termination of this transaction.

16. **Exclusion of Consequential Damages.** CONTAIN WATER SYSTEMS INC. cannot be held responsible or liable for penalties (including administrative penalties), special or punitive damages for lost profits or revenues, loss or damage from use of products to any associated equipment, cost of capital, facilities, property or services, bodily or emotional injury or loss of life, downtime, shut-down or slowdown costs, spoilage of material, or for any other types of economic loss not herein described arising from the use of a product sold to the Purchasing Party.



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17. Principal Party, Documentation, and Export Packaging THE PURCHASING PARTY shall bear any additional expenses required to satisfy packaging specifications or requirements, as product prices include only CONTAIN WATER SYSTEMS INC. 's standard commercial packing and is not meant to cover costs depending on whether the shipment is made by air or ocean. It is specifically agreed that the Purchasing Party shall be the foreign principal party in interest and/or that its freight forwarder shall act as the Purchasing Party's agent in such capacity for Export Administration Act or other applicable purposes; and the Purchasing Party and freight forwarder shall assume responsibility for all export or routed transactions documentation. CONTAIN WATER SYSTEMS INC. cannot be held responsible for any failure of the Purchasing Party or the freight forwarder to produce shipping documentation. At CONTAIN WATER SYSTEMS INC. 's discretion, the Purchasing Party or its freight forwarder may be required to provide copies of any export, shipping, or import documentation prepared by the Purchasing Party or its freight forwarder related to sales issued to them by CONTAIN WATER SYSTEMS INC.

18. Export Regulations and Controls The Purchasing Party represents and guarantees that it is not associated with, or a part of any organization on the United States Department of the Treasury's Office of Foreign Assets Control lists; the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List; or Unverified List;, Specially Designated Global Terrorists, Specially Designated Nationals, Specially Designated Narcotic Traffickers-Kingpin, Specially Designated Narcotics Traffickers, or Specially Designated Terrorists List; or the U.S. Department of State's Designated Foreign Terrorist Organizations, or Debarred Persons List; Embargoed Countries list, or is subject to a denial order issued by the U.S. Department of Commerce. The Purchasing Party is responsible to comply with any and all relevant laws and regulations of governmental agencies, including but without limitation to all applicable export control laws of the United States or other governing agencies or their successors. 19. U.S. Foreign Corrupt Practices Act The Purchasing Party acknowledges that there is no agency relationship, express or implied between it and CONTAIN WATER SYSTEMS INC. , and further ascertains that it has not paid, agreed or offered to pay, authorized cause to be paid, directly or indirectly, capital, funds, currency or anything of value to any foreign official (as defined in the U.S. Foreign Corrupt Practices Act), in association with the purchase and re-sale of the products prepared.

20. No Agency Relationship CONTAIN WATER SYSTEMS INC. acknowledges that there is no agency relationship between itself and the Purchasing Party. Nothing interpreted or enclosed in these Terms and Conditions shall be taken to mean to create a joint venture, dealership, partnership, reseller, agency, employment or joint business enterprise relationship. Without limitation to the aforementioned, the



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Purchasing Party is not certified to make, shall take no actions, any representations for, or which are binding to, CONTAIN WATER SYSTEMS INC. .

21. Country of Importation and Anti-Diversion The Purchasing Party represents that it is acquiring products from the US and importing them to the country specified in the Purchasing Party and CONTAIN WATER SYSTEMS INC. 's documents. The Purchasing Party agrees that the goods will be shipped to the specified destination in acquiescence with the laws of such destination and the U.S., and that there cannot be re-export or distraction from such specified destination contrary to such laws. Any wares, software, and technology will be exported from the U.S. in accord with the Export Administration Act policies and other pertinent regulations. Diversion contrary to U.S. law is forbidden. If requested by CONTAIN WATER SYSTEMS INC. , the Purchasing Party shall provide certification satisfactory to CONTAIN WATER SYSTEMS INC. verifying release at the designated country. The Purchasing Party further consents to inform CONTAIN WATER SYSTEMS INC. at the time of order of any NAFTA or other special certification, packaging or product labeling or marking, but CONTAIN WATER SYSTEMS INC. shall not be accountable for providing any such certification, packaging, marking or labeling other than such documents as are compulsory under United States export laws and policy for export, unless CONTAIN WATER SYSTEMS INC. explicitly agrees to do so.

22. Permits, Export Permits The Purchasing Party shall be accountable for any supplementary costs that CONTAIN WATER SYSTEMS INC. may incur, if required by U.S. law, in association with obtaining any export licenses or other official authorizations that may be requisite by the United States under the Export Administration Act, United States Treasury Regulations State Department Regulations, or other applicable legislation or policies.

23. Sales Literature and Manufacturers Warranties If it is requested, CONTAIN WATER SYSTEMS INC. will acquire copies of consumer warranties from the warrantor and will provide them free of charge to clientele who request them, as most of the goods supplied to CONTAIN WATER SYSTEMS INC. are warranted to the final purchaser by their producer and copies of such warranties are available from the manufacturer.

Please address warranty requests to: ADMINISTRATION@CONTAINWATERSYSTEMS.COM. Requests must contain the CONTAIN WATER SYSTEMS INC. order number and the manufacturer's model number of the merchandise for which a copy of the warranty is requested. CONTAIN WATER SYSTEMS INC. may also provide sales leaflets and other literature provided by the manufacturer. CONTAIN WATER SYSTEMS



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INC. shall not be held responsible for the content of such guarantees or sales literature by performing this service.

24. Trademarks, Copyrights and Domain Names. The Purchasing Party recognizes that it has no interest, title or right to the copyrights or trademarks in the products, or any other intellectual property rights of CONTAIN WATER SYSTEMS INC. in the products, or patents without limitation to the aforementioned, and the Purchasing Party pledges that it will take no action to interfere with such rights, and that it will not duplicate, reverse engineer or else infringe on any intellectual property rights.

25. Governing Law and Limitations. The rights and responsibilities of the parties designated by these Terms and Conditions shall be administered by the laws of the United States, and the state of Texas, together with its provisions of the Uniform Commercial Code, but apart from its conflict of law rules. The parties expressly hereby refuse the application of the U.N. Convention of Contracts for the International Sale of Goods or the U.N. Convention on the Limitation Period in the International Sale of Goods in 1980 to the understanding of this contract. Notwithstanding the aforementioned, any legal action by the Purchasing Party regarding any operation must be initiated within one (1) year after the cause of action has arisen.

26. Dispute Resolution Actions by CONTAIN WATER SYSTEMS INC. for failure to pay by the Purchasing Party of the price of goods sold by CONTAIN WATER SYSTEMS INC. , or for redress of other violations by the Purchasing Party of the Terms and Conditions of Sale, may be brought, before any U.S. judicial court of legal jurisdiction sitting in Austin, Texas. At CONTAIN WATER SYSTEMS INC. 's sole discretion, disagreements between CONTAIN WATER SYSTEMS INC. and the Purchasing Party, including all claims for failure to perform on the behalf of CONTAIN WATER SYSTEMS INC. , shall be absolutely settled by binding arbitration in the State of Texas, United States of America in compliance with the Commercial Arbitration Rules of the American Arbitration Association, by a single arbitrator selected in keeping with the Rules and affecting these Conditions and Terms, and consistent provisions of the state and federal laws of the State of Texas, USA, and English will be the sole language of the arbitration.

27. Force Majeure CONTAIN WATER SYSTEMS INC. cannot be held liable for any delay or failure of delivery due to any cause outside of the reasonable control by CONTAIN WATER SYSTEMS INC. ; any act of the Purchasing Party, or other governmental regulation, authority, act, embargo, or request; any act of God, theft, fire, war, riot, accident, strike, labor disturbances, transportation delays; inability to gain essential labor, supplies, materials, components or facilities; inability to gain essential licenses, import or export, exchange permits, other permits, etc. Should any of the aforesaid actions of force majeure occur, CONTAIN



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WATER SYSTEMS INC. at its sole discretion, may cancel the Purchasing Party's order with respect to any undeliverable products, or extend the date of delivery for a time period less than or equal to the time lost due to delay. The Purchasing Party will receive in a timely manner notice of CONTAIN WATER SYSTEMS INC. 's decision. In the circumstance that CONTAIN WATER SYSTEMS INC. opts to cancel the purchase, CONTAIN WATER SYSTEMS INC. shall be released from all liability for failure to deliver the products, not limited to but including, any and all claims on behalf of the Purchasing Party for loss of profits, or for any additional claims of any kind which the the Purchasing Party may file. The Purchasing Party shall pay CONTAIN WATER SYSTEMS INC. for all resulting supplementary charges if progress of the work or delivery time is interrupted or belated by the Purchasing Party directly or indirectly.

28. Severability. If a court of competent jurisdiction judges any provision of these Terms and Conditions shall be invalid or unenforceable, that provision shall not affect the legality and enforceability of any other legal terms. The aforementioned term shall be redefined, or a new, enforceable term put into effect, provided such that the intent of the Purchasing Party and CONTAIN WATER SYSTEMS INC. are in agreement with the provisions of these Terms and Conditions, and it shall be enforceable to the fullest extent of the law.

29. Waiver Failure by the Purchasing Party or CONTAIN WATER SYSTEMS INC. to insist on compliance with any term or condition shall not comprise a waiver of the right or excuse any additional non-performance of any such terms by the other party.

30. No Third Party Benefit. The provision of these terms and conditions are only for the benefit of CONTAIN WATER SYSTEMS INC. and the Purchasing Party and transfers no benefits, rights or claims unto any entity or person not party here to.

31. Complete Agreement. These terms and conditions, accompanied by any and all others that CONTAIN WATER SYSTEMS INC. publishes or makes available to the Purchasing Party at any website or in any document including, but not limited to, those involving product exportation, represent the complete contract between the parties and will supersede any and all statements, written or unwritten, understandings and agreements between the Purchasing Party and CONTAIN WATER SYSTEMS INC. with regard to the subject matter of this agreement.



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