

## GENERAL TERMS AND CONDITIONS OF SALE

**\*\* PLEASE READ CAREFULLY \*\***

All sales by Ozone Water Systems, Inc. are subject to and made upon the following terms and conditions.

### A. SALES POLICY

**1. OZONE WATER SYSTEMS, INC. STANDARD TERMS AND CONDITIONS** Ozone Water Systems, Inc. ("OWS") sells products for business use to customers with proper business identification, which is required from all customers prior to purchase.

#### 2. Prices.

Prices do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions. Customer should contact the local Ozone Water Systems, Inc. branch or check online at [www.ozonewatersystems.com](http://www.ozonewatersystems.com) for current pricing. Export orders may be subject to other special pricing. Ozone Water Systems, Inc. reserves the right to accept or reject any order.

#### 3. Sales Tax.

Customers are responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, customer shall indicate which products are tax exempt.

#### 4. Payment and Credit Terms.

Ozone Water Systems, Inc. accepts checks, Visa, MasterCard, and American Express.

For customers with established Ozone Water Systems, Inc. credit, payment terms are net thirty (30) days from the date of shipment or pick-up, unless other arrangements have been agreed to by both parties. All credit extended by Ozone Water Systems, Inc. to customer, and the limits of such credit, is at Ozone Water Systems, Inc.'s sole discretion, and may be reduced or revoked by Ozone Water Systems, Inc. at any time, for any reason. Ozone Water Systems, Inc. reserves the right to charge customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed without prior agreement by both parties. Export orders are subject to special export payment terms and conditions. All payments must be made in U.S. dollars. Ozone Water Systems, Inc. shall have the right of set-off and deduction for any sums owed by customer to Ozone Water Systems, Inc. If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Ozone Water Systems, Inc.'s credit terms, or fails to supply adequate assurance of full performance to Ozone Water Systems, Inc. within a reasonable time after requested by Ozone Water Systems, Inc. (such time as specified in Ozone Water Systems, Inc.'s request), Ozone Water Systems, Inc. may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Each of customer's subsidiaries and affiliates purchasing from Ozone Water Systems, Inc. will be jointly and severally liable for purchases with customer, and customer is also acting as agent for such subsidiaries and affiliates.

#### 5. Credit Balance.

Customer agrees that any credit balance(s) issued by Ozone Water Systems, Inc. will be applied to customer's account within one (1) year of its issuance. If customer has not requested the credit balance within one (1) year, any remaining credit balance will be cancelled and Ozone Water Systems, Inc. shall have no further liability.

#### B. FREIGHT POLICY

Prices stated are F.O.B. Origin, freight prepaid to destination specified in the order. Insurance is added to all prepaid and add shipments. Ozone Water Systems, Inc. charges a shipping and handling fee (which includes internal handling and related costs) on each order which is applied at time of order and reflected on customer's invoice. Receipts for shipping and handling charges will not be furnished. Any order requiring crating will be charged accordingly unless the quote specifically indicates shipping and crating included in the sale price. C.O.D. shipments are not permitted. Other terms and conditions may apply for other than standard delivery ("Other Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S., or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by customer. Fuel surcharges may be applied. Title and risk of loss pass to customer upon tender of shipment to the carrier. If the product is damaged in transit, customer's only recourse is to file a claim with the carrier.

#### C. WARRANTY POLICY

##### 1. LIMITED WARRANTY.

All products sold are warranted by Ozone Water Systems, Inc. only to customers for: (i) Resale; or (ii) Use in business, government or original equipment manufacture. Ozone Water Systems, Inc. warrants new products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase from Ozone Water Systems, Inc., warrants refurbished products for a period of 6 months, and all used products are warranted for a period of 60 days, unless otherwise stated in writing provided Ozone Water Systems, Inc. accepts the product for return during the limited warranty period, Ozone Water Systems, Inc. may at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by customer. Customer must return the product to the appropriate Ozone Water Systems, Inc. branch or authorized service location as designated by Ozone Water Systems, Inc. shipping costs prepaid. Ozone Water Systems, Inc.'s repair, replacement, or refund of amounts paid by customer for the product shall be customer's sole and exclusive remedy.

##### 2. WARRANTY DISCLAIMER.

a. No warranty or affirmation of fact, express or implied, other than as set forth in the limited warranty statement above, is made or authorized by Ozone Water Systems, Inc. Ozone Water Systems, Inc. disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair, or misapplication. Ozone Water Systems, Inc. expressly disclaims any warranty that the products: (i) are merchantable; (ii) fit for particular purpose; or (iii) do not and will not infringe upon others' intellectual property rights.

b. Ozone Water Systems, Inc. makes no warranties to those defined as consumers in the Magnuson-Moss Warranty – Federal Trade Commission Improvement Act.

### **3. LIMITATION OF LIABILITY.**

Ozone Water Systems, Inc. expressly disclaims and liability for consequential, incidental, special, exemplary, or punitive damages. Ozone Water Systems, Inc.'s liability in all circumstances is limited to, and shall not exceed, the purchase price paid for the product that gives rise to any liability. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

### **4. Warranty Product Return.**

Before returning any product, customer shall: (i) write or call the local Ozone Water Systems, Inc. branch from which the product was purchased; (ii) in the case of an internet order, contact [www.OzoneWaterSystems.com](http://www.OzoneWaterSystems.com) and provide the date, the original invoice number, the stock number, and a description of the defect; or (iii) call Customer Care at 1-480-421-2400, and provide the date, the original invoice number, the stock number, and a description of the defect. Proof of purchase is required in all cases.

### **5. Manufacturer's Warranty.**

For information on a specific manufacturer's warranty, please contact the local Ozone Water Systems, Inc. branch or call Customer Care at 1-480-421-2400.

### **6. Product Compliance and Suitability.**

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. Ozone Water Systems, Inc. does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does Ozone Water Systems, Inc. accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

## **D. PRODUCT INFORMATION**

### **1. Catalog/Website Information.**

Ozone Water Systems, Inc. reserves the right to correct publishing errors on any of its websites.

Product depictions on the websites are for illustrative purposes only.

Possession of, or access to, any Ozone Water Systems, Inc. websites does not constitute the right to purchase products.

### **2. Product Substitution.**

Products and/or country of origin may be substituted and may not be identical to descriptions and/or images on the website.

### **3. Occupational Safety and Health Administration**

#### **("OSHA") Hazardous Substance.**

Material Safety Data Sheets ("MSDS") for OSHA defined hazardous substances are prepared and supplied by the manufacturers. Ozone Water Systems, Inc. makes no warranties and expressly disclaims all liability to any customer or user with respect to the accuracy of the information or the suitability of the recommendations in any MSDS. Customer is solely responsible for any reliance on or use of any information, and for use or application or any product.

### **4. MSDS Product Requests.**

MSDS are available: (i) at the local Ozone Water Systems, Inc. branch; (ii) or by contacting Ozone Water Systems, Inc. 5401 S. 39<sup>th</sup> St. Suite 1, Phoenix, AZ 85040 or by calling Ozone Water Systems, Inc. at 1-480-421-2400

## **E. GENERAL TERMS**

### **1. Force Majeure.**

Ozone Water Systems, Inc. shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Ozone Water Systems, Inc. in the conduct of its business.

### **2. Ozone Water Systems, Inc.'s Performance of Services.**

Customer will hold harmless and indemnify Ozone Water Systems, Inc. its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by Ozone Water Systems, Inc. related to the performance of services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of customer, its employees, agents, subcontractors or representatives.

### **3. Cancellation.**

All product order cancellations must be approved by Ozone Water Systems, Inc. and may be subject to restocking fees and other charges.

### **4. Product Return.**

Product returns must be made within one (1) year from date of purchase, unless otherwise indicated. Customer should call the local Ozone Water Systems, Inc. @ 1-480-421-2400. Returned product must be in original packaging, unused, undamaged, and in saleable condition. Proof of purchase is required in all cases.

### **5. Copyright**

The products entire content included in this site is copyrighted as a collective work and is the property of Ozone Water Systems, Inc. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order on this site. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless written authorization by Ozone Water Systems, Inc. is granted. You further agree not to change or delete any proprietary notice from materials downloaded or printed from the site.

**Trademarks** - All Trademarks may not be used without Ozone Water Systems, Inc. prior written permission.

### **6. Venue/Reasonable Attorney's Fees**

The proper forum for any dispute or controversy arising out of any sale shall be the Maricopa County Superior Court, Phoenix, Arizona. In the event of litigation, whether on contract or in tort, the prevailing party shall be awarded reasonable attorney's fees and costs of suit.

### **7. Contracts**

If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable. The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.