

GOODS SOLD BY HYDRA-TECH, INC. ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS SET FORTH IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING UPON HYDRA-TECH, INC. UNLESS AGREED TO IN WRITING BY AN AUTHORIZED CORPORATE OFFICER OF HYDRA-TECH, INC.

PRICE: Prices in effect at the time of shipment shall prevail. All prices quoted by Hydra-Tech, Inc. are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the Buyer. A late payment charge of 1½% per month (which is an annual percentage rate of 18%) shall be charged on all past-due accounts and Buyer shall pay Hydra-Tech, Inc. costs incurred by it in collecting any past-due account from Buyer, including all court costs and attorneys' fees, provided; however, if the foregoing charges exceed that rate which may be lawfully charged under applicable law, then such charges shall be calculated so as not to exceed the highest lawful rate.

Unless otherwise noted, all sales are F.O.B. point of shipment and, in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer.

DELIVERY: Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixes or guaranteed delivery dates.

Hydra-Tech, Inc. shall not be liable for failure to deliver or for delay in delivery or performance due to (1) a cause beyond its reasonable control, or (2) an act of God, act of omission of Buyer, act of civil or military authority, governmental priority, or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (3) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.

CHANGE IN BUYER'S FINANCIAL CONDITION: Hydra-Tech, Inc. reserves the right by written notice to cancel any order or to require full or partial payment or adequate assurance of performance from Buyer without liability to Hydra-Tech, Inc. in the event (1) insolvency of buyer, (2) the filing of a voluntary Petition in Bankruptcy by Buyer, (3) the appointment of a Receiver or Trustee of Buyer, or (4) the execution by Buyer of an assignment for the benefit of creditors. Hydra-Tech, Inc. reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Hydra-Tech, Inc. also reserves the right to cancel Buyer's credit at any time for any reason.

Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants Hydra-Tech, Inc. a security interest in said goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.

WARRANTIES: Goods are sold only with such warranties as may be extended by the manufacturer of the product. **We make no other warranty and there are no implied warranties of merchantability or fitness.** Buyer is responsible for installation and use in accordance with manufacturer's instructions. Our personnel are not authorized to alter this Warranty Policy.

LIMITATION OF LIABILITY: Hydra-Tech, Inc. liability on any claim for loss or damage arising out of this contract or operation or use of such goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or parts thereof involved in the claim. Hydra-Tech, Inc. shall not, under any circumstances, be liable for any labor charges without its prior written consent.

Hydra-Tech, Inc. shall not in any event be liable whether as a result of breach of contract, warranty, tort (including negligence) or other grounds for incidental, special or consequential damages including, but not limited to, loss of profits or revenue, loss of the use of the goods or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.

If Hydra-Tech, Inc. furnished Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advise or assistance will not subject Hydra-Tech, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

CANCELLATION: Buyer may cancel an order by mutual agreement based upon payment to Hydra-Tech, Inc. of reasonable and proper cancellation charges.

RETURNED GOODS: Goods may not be returned without the prior written consent of Hydra-Tech, Inc.

ASSIGNMENT OR DELEGATION: Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of Hydra-Tech, Inc.

EQUAL OPPORTUNITY: The contract provisions set forth in Section 202 of Executive Order 11246, as amended, and the regulations promulgated thereunder (41 CFR § 60-1.4(a) or (b) as applicable) are incorporated by reference as if fully rewritten with respect to any order.

GENERAL: All orders are subject to acceptance by Hydra-Tech, Inc. Any representation affirmation of fact and course of dealing, promise or condition therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions of this agreement shall not be affected thereby.