

SALES TERMS AND CONDITIONS

All products furnished by Aqseptence Group or its affiliates (hereinafter "Seller") shall be in accordance with the following terms and conditions and modified only by a writing signed by Seller.

- 1. GENERAL** –Any order by Buyer is subject to acceptance by Seller. Acceptance is subject to Buyer's agreement to all of the terms and conditions herein (the "Terms") which constitutes the entire agreement between the parties and supersedes all prior communications and agreements regarding the provision of products by Seller. No change in, addition to, or waiver of the Terms will be a binding obligation on Seller. Seller's receipt, acknowledgement and/or acceptance of Buyer's purchase order form will not modify these Terms or become part of Seller's agreement to the extent it contradicts these Terms. Trade customs, trade usage and past performance are superseded by these Terms and shall NOT be used to interpret these Terms. Buyer's silence or its acceptance of Seller's products constitutes acceptance of these Terms. Buyer agrees that the prices charged by Seller take into consideration and are predicated on Buyer assuming and releasing Seller of certain liabilities and responsibilities. By requesting and/or accepting services or products from Seller, Buyer voluntarily elects to enter into these Terms and to be bound by these Terms.
- 2. PRICES AND DELIVERY**– Prices quoted, unless otherwise specified in writing by Seller, assume products are delivered FCA (Incoterms® 2010) Seller's facility of choice. Special packaging, delivery, overnight shipment, and any other request beyond Seller's ordinary shipment methods shall be at Buyer's expense. Buyer assumes full responsibility, including reporting and payment, of all taxes, however designated, or other governmental charges arising out of, levied or based upon, or in connection with the sale of the products herein described, including state and local privilege, sales and use, or excise taxes based on gross revenue or any taxes or amount in lieu hereof paid or payable by Seller in respect of the foregoing, exclusive however, of taxes paid on net income. Title and ownership with respect to the products shall transfer from Seller to Buyer upon full payment of said products and any prior outstanding debt. In no event will any charges for engineering services imply a conveyance of any design and/or manufacturing rights as to the products, unless such conveyance is expressly set forth in a separate written agreement signed by authorized representatives of both parties.
- 3. PAYMENT** - Seller may, at its option, draw at sight on Buyer or require Buyer to obtain an irrevocable letter of credit in favor of Seller from an issuer acceptable to Seller. In the event Seller does not so draw or require such letter of credit, payment terms are net cash, payable without offset, 30 days from the date of Seller's invoice by wire transfer to the account designated by Seller. Whenever reasonable grounds for insecurity arises with respect to due payment by Buyer, Seller may demand different terms of payment and may demand assurance of Buyer's due payment. Any such demand may be oral or written and Seller may, upon the making of such demand, stop production and suspend shipment hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the order which has not been fully performed, or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title. In the event of failure by Buyer to make any payment when due, Seller may decline to make further shipments until such default is cured. In the alternative, Seller may elect to continue to make shipments despite the continuance of such default, but such election by Seller will in no way constitute a waiver of such default nor affect Seller's legal remedies thereof. In the event that Buyer's account with Seller becomes delinquent, the full invoice price, without discount, if any, shall become immediately due and owing and subject to collection, with interest at the maximum rate allowed by law from the date the invoice was originally due plus Seller's attorneys' fees and court costs incurred in connection with collection. Such interest will be due and payable without demand or protest by Seller.
- 4. DELAYS** – All delivery or shipping dates are estimates only and are not guaranteed. Seller will use reasonable efforts to fill the order in accordance with the estimated delivery or shipping date, but Seller will not be responsible for any delays in filling the order nor liable for any losses or damages will resulting from such delays, and the order not be subject to cancelation for such delays. Seller shall not be responsible and shall have no liability whatsoever for any delay caused by or resulting from any review or approval required in accordance with mandatory foreign trade legislation, embargoes or other sanctions, or any customs clearance.

5. **ORDER CHANGES AND CANCELLATION** – Any changes requested by Buyer affecting the ordered scope of work must be accepted by Seller and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed to in writing prior to implementation of the change. Seller reserves the right to reject any change in order made by Buyer. Buyer may not cancel an order without the prior written consent of Seller. If Seller consents to such cancellation, reasonable cancellation charges computed by Seller will be assessed in connection with such cancellation.
6. **INSPECTION, ACCEPTANCE OR REJECTION** – Buyer will make adequate inspection of the products immediately after their receipt and will give Seller prompt notice of any non-conformity or defect. Buyer's failure in either respect will constitute a waiver of such non-conformity or defect.
7. **FORCE MAJEURE** - Seller will not be liable for delays in filling this order or failure in the performance of any of its obligations hereunder caused by acts of war; accidents; labor disputes, disruptions, strikes or shortages of labor; shortages of materials, fuel or power; fires, floods or other natural disasters; acts or omissions of any governmental authority or Buyer; delays in transportation or lack of transportation facilities; priorities required, requested or granted for the benefit of the government; restrictions imposed by law or any rules or regulations thereunder; or any cause, whether similar to or dissimilar from those enumerated, beyond Seller's reasonable control.
8. **WARRANTY** – All products that Seller manufactures are warranted, when paid for and properly installed, operated and maintained, to be free from defects in material and workmanship and to conform to the specifications, if any, listed on the order. If no specifications are listed, the products are warranted to conform to Seller's currently published specifications. The warranty period is one year from the date of shipment to the Buyer. No warranty is given for products or components manufactured by companies not affiliated by ownership with Seller or for products which have been subject to misuse, improper installation, corrosion, or which have been disassembled, modified or repaired by unauthorized persons. SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE OR USE. SELLER ALSO DISCLAIMS ALL WARRANTIES REGARDING ANY ANCILLARY SERVICES RENDERED.
9. **LIMITATION OF LIABILITY** –
 - (a) Seller's liability and Buyer's exclusive remedy for any tender of nonconforming or defective products or breach of warranty is expressly limited to Seller's choice of: (i) the repair of non-conforming or defective products; (ii) the replacement of non-conforming or defective products with conforming products; or (iii) the repayment of that portion of the purchase price represented by non-conforming or defective products. Such repair, replacement or repayment will be made only upon return of the non-conforming or defective products, which may be returned at the cost of Seller only after inspection by Seller and receipt by Buyer of definite shipping instructions from Seller. Seller must receive written notice of defect within the warranty period.
 - (b) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONTINGENT, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, WHETHER KNOWN OR UNKNOWN ARISING OUT OF OR RELATING TO THESE TERMS.
 - (c) SELLER'S LIABILITY ARISING OUT OF THESE TERMS IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS ON WHICH SUCH LIABILITY IS BASED.
10. **INDEMNITY** - Seller will, to the extent allowable by law, defend, indemnify and hold harmless Buyer, its directors, officers and employees from and against any loss, claim, action, damage, expense or liability, including reasonable attorneys' fees and costs, actually incurred and resulting from any third party claim or suit arising out of, or relating to (i) Seller's breach of any of its representations or warranties in these Terms; (ii) claims against Buyer relating to the products supplied by Seller that the products caused or contributed to personal injury, death or property damage; or (iii) alleged infringement of any U.S. patent or U.S. invention rights, which alleged infringement arises out of the sale or use of the products in conformance with these Terms; provided, however, that the foregoing indemnity obligations shall not apply to the extent any claim is the result of the willful misconduct or negligent acts or omissions of Buyer or its affiliates and, there shall be apportionment in accordance with responsibility when such obligation derives in part from the acts of Seller and in part from such acts of Buyer, and its affiliates. To qualify for such defense and payment, Buyer must (i) give Seller prompt written notice of any such claim, (ii) allow Seller to control the defense and all related settlement negotiations, and (iii) reasonably cooperate with Seller in the defense and in any related settlement negotiations. Buyer may engage independent counsel of its choosing, at its own cost and expense.

11. CATASTROPHIC LOSSES – Notwithstanding anything to the contrary contained herein, Buyer hereby agrees to assume the liability for the following specified types of losses or events: (1) reservoir or underground damage, including loss of any mineral substance, or water or the wellbore itself; (2) control of a wild well, underground or above the surface; and (3) pollution, including clean-up and control of the pollutant or contamination. THE EXCLUSIONS OF LIABILITY AND INDEMNITIES HEREIN SHALL APPLY TO ANY LOSS, DAMAGE, EXPENSE, INJURY, ILLNESS OR DEATH WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, UNSEAWORTHINESS, STRICT LIABILITY, ULTRA-HAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR “RUIN” OR OTHER CONDITION OF PREMISES, OR THE SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT OF THE INDEMNITEE GROUP.

12. PATENTS –

(a) Buyer agrees to indemnify Seller against all court assessed damages and costs resulting from infringement of any U.S. or foreign intellectual property right (including, but not limited to, any right in a patent, utility model, copyright, industrial design work, or based on misappropriation or wrongful use of information or documents) by products to the extent that the infringement arises from designs, specifications or instructions furnished or expressly or implicitly required by Buyer.

(b) The sale of products covered by an order will not grant to Buyer any rights or license of any kind under any patent owned or controlled by Seller or its suppliers or under which Seller or its suppliers is licensed, but the foregoing will not limit in any way the right of Buyer to use and sell such products in the event that such products as sold hereunder are covered by any such patent.

(c) If a product furnished to Buyer becomes, or, in Seller’s opinion, may become the subject of any claim, suit or proceeding for infringement of any U.S. patent, Seller may at its option and expense (i) obtain for Buyer the right to use, lease or sell the product, (ii) replace the product, (iii) modify the product, or (iv) remove the product and refund the purchase price paid by Buyer less a reasonable amount for use, damage or obsolescence. Seller will not be liable for any infringement arising from the combination of products or from the use of a product in practicing a process.

(d) No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder, is conveyed to the Buyer. Seller does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate the Seller to grant to Buyer, any license under any patents or other intellectual property owned by the Seller.

13. CONFIDENTIALITY – Both parties acknowledge that, in the course of performing their respective obligations under these Terms, they may receive from the other party certain confidential and proprietary information, including data, specifications, processes, policies, technologies, methods, formulae, and performance and other information of the other party (collectively, “Confidential Information”). The parties shall, at all times, take proper and appropriate steps to protect the Confidential Information. Both parties agree to limit disclosure and access to the Confidential Information to such of their employees as are directly involved with work required by these Terms and then only to the extent as is necessary and essential to complete the work involved herewith. Such employees shall preserve the confidential nature of the Confidential Information. Neither party shall disclose any of the Confidential Information to any other party, in whole or in part, directly or indirectly, unless authorized in writing by the other party. Confidential Information shall not include information which (i) is in the public domain prior to disclosure to the receiving party, (ii) is lawfully in the receiving party’s possession prior to disclosure, or (iii) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of the receiving party.

14. EXPORT OR IMPORT LICENSE AND COMPLIANCE – Buyer represents and warrants that the products provided hereunder and the “direct product thereof” are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. The parties agree to comply with all applicable provisions under any laws restricting or controlling export of products or services to particular destinations or foreign entities, or any other country which becomes subject to similar restrictions and will reasonably cooperate to the extent necessary in responding to related government inquiries. SELLER SHALL NOT BE OBLIGATED TO FULFILL AN ORDER IF SUCH FULFILLMENT IS PREVENTED BY ANY IMPEDIMENTS ARISING OUT OF NATIONAL OR INTERNATIONAL FOREIGN TRADE OR CUSTOMS REQUIREMENTS OR ANY EMBARGOES OR OTHER SANCTIONS. THE EFFECTIVENESS OF ALL ORDERS IS UNDER THE CONDITION PRECEDENT THAT ALL GOODS SUPPLIED HEREUNDER HAVE BEEN SUFFICIENTLY REVIEWED AND APPROVED (AS REQUIRED) IN ACCORDANCE WITH MANDATORY FOREIGN TRADE LEGISLATION, EMBARGOES OR OTHER SANCTIONS.

15. ANTI-CORRUPTION COMPLIANCE –

- (a) It is the intent of Seller and Buyer that no payments or transfers of value shall be made in relation to these Terms or to Buyer's use or disposition of the products that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any other benefit.
- (b) Buyer represents that it, and each of its owners, directors, officers, employees and every other person working on its behalf has not and shall not, in connection with the transactions contemplated by these Terms or in connection with any other business transactions involving Seller, make any payment or facilitate or transfer or cause to transfer anything of value, directly or indirectly to:
- i. any governmental official or employee (including any employee of a government corporation or public international organization);
 - ii. any political party, official or worker of a political party, or candidate for public office;
 - iii. any other person or entity if such payment or transfer would violate any applicable anti-corruption law; or
 - iv. an intermediary for payment to any of the foregoing.
- (c) In the event of a breach of any of the representations, warranties or covenants made by Buyer in this Anti-Corruption Compliance Section of these Terms, Seller may, in its sole discretion and in addition to any other remedies it may have under law or these Terms, cancel or terminate these Terms without notice. Buyer shall further indemnify and hold Seller harmless against any and all claims, losses or damages arising from or related to such breach.

16. WAIVER –No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

17. ASSIGNMENT – No order may be assigned by Buyer without the prior written consent of Seller.

18. VALIDITY OF PROVISIONS, HEADINGS – In the event any provision or any part or portion of any provision of these Terms shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof. The headings in these Terms have been inserted for the purpose of convenience and shall not be deemed to define, limit, or extend the scope or intent of the provision to which they pertain.

19. TERMINATION – These Terms may be terminated immediately by Seller if Buyer is unable to meet its obligations as they mature or in the case of proceeding under bankruptcy against the Buyer, or if receivers for Buyer are appointed or applied for or if any assignment for the benefit of creditors is made by Buyer. These Terms will otherwise remain in full force and effect continuously.

20. GOVERNING LAW – These Terms shall be governed by and construed and enforced in accordance with the laws of Queensland, Australia. All causes of action in favor of either party arising out of these Terms shall be adjudicated only in the courts of such jurisdiction. Venue for any dispute arising from these Terms shall be in the courts located in Brisbane, Australia. The parties hereby exclude the application of the UN Convention on the International Sale of Products.