



13695 Rider Trail North | Earth City, MO 63045 | Phone: (314) 222-4640 | Fax: (314)-222-4650

CET, LLC Terms and Conditions of Sale

Acceptance

Acceptance of Buyer's order is limited to the terms and conditions stated herein. Any additions, deletions or differences in the terms offered by Buyer will not be binding upon Clean Earth Technologies, LLC (CET) unless specifically agreed to in writing. CET accepts purchase orders by mail, e-mail or fax.

Subcontracting

Seller will not subcontract without CET's prior written consent for the design, development or procurement of the whole or any substantial portion of any goods ordered hereunder. This limitation shall not apply to Seller's purchases of standard commercial supplies or raw material.

Bankruptcy/Insolvency

Changes

All changes to Buyer's purchase order must be agreed to in writing by CET prior to the effectivity of such changes unless the order is issued pursuant to a Government contract. Buyers may unilaterally make changes on orders made for use under a Government contract, by written order, within the general scope of the contract in any one or more of the following areas: 1) drawings, designs or specifications where the supplies to be furnished are to be specifically manufactured for Buyer in accordance therewith; 2) method of packaging or shipment; and 3) place of delivery. If any changes cause an increase or decrease in the cost or affects the delivery schedule, an equitable adjustment in the price, schedule or both, shall be negotiated and the contract modified accordingly.

Severability

These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

Default

Taxes

The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale

thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

Shipments

All products are shipped F.O.B., point of shipment. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

Remedies of Seller

Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller or (f) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

Force Majeure

CET shall not be responsible for any failure of performance or failure to make delivery of all or any part of the merchandise purchased under this Agreement due to federal, state, or municipal action, statute, ordinance, or regulation; strike or other labor trouble; fire damage to or destruction in whole or in part of merchandise or manufacturing plant; lack of or inability to obtain raw materials, labor, fuel, electrical power, water, or supplies; or any other cause, act of God, contingency, or circumstance within or outside the United States not subject to its control which prevent or hinder the manufacture or delivery of the merchandise.

Applicable Law

This agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Inspections and Acceptance of Goods

a. Inspections: All inspections required as part of this order shall be limited to final inspections only.

Such inspections may be performed at CET's facility, but shall not include any areas or processes, which are proprietary to CET. Advance notification of 72 hours is required for inspections at CET's facility.

b. Acceptance: Acceptance of goods supplied under this order shall occur within thirty (30) days after delivery to Buyer. Failure to inspect and reject nonconforming items shall be deemed acceptance by Buyer with full responsibility for payment.

Payment Methods and Terms

Payment shall be made in United States dollars. CET will accept checks drawn on banks located in the United States of America, payment by bank wire transfer, or payment by Visa or MasterCard.

Payment terms of Net 30 after date of CET's invoice are available with current credit approval. Failure to pay invoices at maturity date may, at CET's option, cause CET to suspend all subsequent deliveries until overdue account is settled. In the event payment is not made as required by this term, CET may require and Buyer agrees to pay CET a finance charge at the maximum rate permissible by law not to exceed 1-1/2 percent per month on the unpaid balance of Buyer's account from date of CET's invoice.

Termination/Cancellation

It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and made payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefore as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

Warranty

CET warrants for a period of _____ (XX) days from date of shipment, unless a different period is specified and agreed to, that all items furnished hereunder will be free from defects in materials and workmanship and will conform to specifications, drawings, and/or other descriptions expressly made a part of this order.

Should any failure of the goods to conform to this warranty appear within (XX) days, upon notification thereof and substantiation that the goods have been properly shipped, stored and maintained, and upon return of such goods, CET will, at CET's option, repair or replace such goods free of charge or issue credit in lieu of such repair or replacement.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT.

Limitation of Liability

CET shall not under any circumstances be liable for special or consequential damages such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers to the buyer. The remedies of the buyer set forth herein are exclusive, and the liability of CET with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale,



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delivery, resale, installation or use of any goods covered by or furnished under this contract whether arising out of contract, negligence, strict tort, or any warranty or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based.

Government Contracts

If Buyer's purchase order is identified in writing as made for use under a Government Contract, only those FAR and DOD FAR Supplement Clauses, required under mandatory flowdown requirements, shall be incorporated herein by reference. Such terms and conditions, required by Federal Law, shall have precedence over the terms and conditions stated herein.