

TERMS & CONDITIONS OF TRADE

1. **Acceptance:** All orders are subject to approval and acceptance by Seller. A written acknowledgement sent to Buyer of orders so approved shall constitute such acceptance by Seller. Seller may at any time alter or suspend credit, refuse shipment or cancel unfilled orders when, in Seller's opinion, the financial condition of the Buyer warrants it, when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by Seller will be subject to cancellations or any other modifications except with Seller's prior written consent. Any such modifications may be subject to a charge as determined by Seller. The terms of this contract shall supersede any conflicting terms contained on Buyer's purchase order or any document or instrument submitted by Buyer.

2. **Prices, Taxes and Payment:** All prices are firm unless otherwise agreed in writing. Seller reserves the right to change the prices and specifications of its Products at any time without notice. Any tax, duty, custom or other fee of any nature imposed upon this transaction by any international, export, import, federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Seller is required to prepay any such tax, Buyer will reimburse Seller. Payment terms shall be net 30 days after shipment by Seller.

3. **Delivery and Shipment:** Seller will make every effort to ship the Products or provide the services hereunder in accordance with the requested date provided Seller accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery. Shipment of all Products shall be F.O.B point of distribution by Seller. Identification of the Products shall occur when they leave Seller point of distribution, at which time title and risk of loss shall pass to Buyer. All shipment costs shall be paid by Buyer and if prepaid by Seller the amount thereof shall be reimbursed to Seller within thirty (30) days after notice of such payment to Buyer.

4. **Inspection:** Buyer shall inspect all items upon arrival and shall give written notice to Seller within ten (10) days of arrival of any claim for shortage or non-conformance with the terms hereof. If Buyer shall fail to give such notice, all items shall be deemed to conform, and Buyer shall be bound to accept and pay for items in accordance with the terms hereof.

5. **Returns:** No product may be returned without Seller's prior written approval. Transportation charges are to be prepaid by Buyer. Returned goods are subject to the Seller's inspection and acceptance. Seller may, at its discretion, either (a) refund to Buyer the amount paid for the returned items, (b) repair the returned items or (c) replace one or all returned items within a reasonable time after Seller determines that the returned goods are not in accordance herewith, and in such event Seller shall not be liable for any damages arising from the defective delivery or delay caused thereby. When expressly authorised by Seller in writing, unused products may be returned to Seller subject to service handling, restocking charges and rebuilding charges to "as new" condition.

6. **Force Majeure:** Seller shall not be liable for any delays in the delivery of orders, due in whole or in part, directly or indirectly, to fire, act of God, strike, shortage of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargo, government order or directive, or any other circumstance beyond Seller reasonable control.

7. **Indemnification Against Infringement:** The Buyer warrants that any instructions, plans or designs furnished or given by it shall not be such as will cause the Seller to infringe any letters patent, copyright, registered design, right of confidence or trade mark in execution of the Buyer's order and agrees to indemnify the Seller against all claims, costs or other expenses incurred by the Seller in respect thereof.

8. **Indemnification:** Buyer shall indemnify and hold harmless Seller its affiliates, directors, officers, agents and employees from all losses, claims, damages, expenses or liabilities of any kind (including attorney's fees and court costs) resulting from or arising out of any use by Buyer of the products purchased herein.

9. **Repairs, Alternation and Modification:** Any repairs made to the products shipped by the Seller shall be at the expense of the Buyer unless specifically authorised by the Seller in writing. Alteration or modifications to the product involving welding, soldering, drilling or machining by the Buyer are not permitted or approved by the Seller without specific authorisation in writing by the Seller. Any unauthorised alteration or modification by the Buyer will void the warranty.

10. **Warranty:** Seller warrants its product against defects in workmanship and material for a period (see specific product warranty period) from the date of shipment from Seller or Seller's distributor. Warranty applies under normal use and service and otherwise when such products are used in accordance with instructions furnished by Seller and for purposes disclosed in writing at the time of purchase, if any. Seller's liability under this warranty shall be limited to repair or replacement, F.O.B point of distribution, of any defective products or part which, having been returned to the factory with transportation charges prepaid, has been inspected and determined by the Seller to be defective.

Under no circumstances shall the Seller be liable to Buyer or any other third party for any loss of profits or other direct or indirect costs, expenses, losses or consequential damages arising out of or as a result of any defects in or failure of its products or any part or parts thereof or arising out of or as a result of parts or components incorporated in Seller's products but not supplied by the Seller.

11. **Arbitration:** Any and all disputes or controversies arising under, out of or in connection with this contract or the sale or performance of the products shall be resolved by final and binding arbitration in the UK.

12. **General:** Seller reserves the right to make changes in design at any time without incurring any obligation to make such changes in any items previously purchased, whether or not delivered. Buyer is responsible for complying with all laws and regulations applicable to the purchase, export or import of the product of any state or country. Seller's liability to Buyer under this Agreement shall be limited to the value of the products that are subject to such claim. In no event will Seller be liable to Buyer for lost profits or revenues, claims of Buyer's customers or any special, indirect, consequential or incidental damages.

The failure of the Seller to enforce at any time any of the provisions of this contract, to exercise any election or option provided herein or to require at any time performance by Buyer of any of the provisions herewith shall in no way be construed to be a waiver of any such provisions or the right of Seller thereafter to enforce each and every provision.

13. **Seller:** For purposes herein, the term Seller shall mean, as applicable, nano purification solutions Ltd. For purposes of Sections 7, 8 and 11, the term Seller shall apply to and inure to the benefit of, the applicable Seller.