

ADS ENVIRONMENTAL TECHNOLOGIES INC. STANDARD EQUIPMENT SALE AGREEMENT

Orders placed by Buyer for ADS Environmental Technologies, Inc. ("Seller") products or services shall be subject to the terms and conditions contained herein, whether or not specifically referred to. No other terms or conditions or any modifications, changes, or amendments shall be recognized unless specifically agreed to in writing by an authorized official designee of Seller. The lack of objection by Seller to any modifying provisions communicated by Buyer shall not be construed as an acceptance by Seller. In the event of an inconsistency between the terms, conditions, and provisions of this agreement and those of the Buyer's purchase order, then in accordance with the usage of trade, Buyer's assent to the terms and conditions herein shall be conclusively presumed from Buyer's failure to reasonably object in writing and from Buyer's acceptance of all or any part of the material. All proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of this acknowledgement are merged herein.

1. **ORDER AND SPECIFICATIONS:** All orders placed with Seller must be in writing, signed, contain definitive prices, delivery dates, quantities and complete descriptions of products being purchased. Specifications applicable to items sold hereunder shall be those furnished by Seller, or those furnished by Buyer and agreed to in writing by Seller.
2. **PRICES:** Seller prices are those specified on this website.
3. **PAYMENT:** All products shall be invoiced upon delivery to carrier at point of shipment, and the amount thereon shall be due and payable within thirty (30) days from invoice date. Unpaid balances more than thirty (30) days from date of invoice may be subject to an interest charge of one and one-half percent (1.5%) per month computed from the due date of each invoice previously issued, or the maximum rate legally permitted, whichever is greater. Products may also be purchased via credit card.
4. **REMEDIES:** In the event (a) Buyer defaults in the payment of any monies due to Seller hereunder beyond the tenth (10th) day after the same is due or (b) Buyer files or suffers a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or makes an assignment for the benefit of creditors or enters into an arrangement with creditors and Buyer fails to secure a discharge thereof within thirty (30) days, then in any such event Seller may at its option do any or all of the following: (i) collect from Buyer a service charge on all monies due; (ii) terminate the sale; (iii) whether or not this sale is terminated, take immediate possession of any or all of the equipment wherever situated and for such purpose enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease all or any of the equipment as Seller in its sole discretion may decide without any duty or account to Buyer. Buyer shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by Seller on account of such default including all court costs and reasonable attorney's fees. The rights afforded Seller under this paragraph shall not be deemed to be exclusive but shall be in addition to the rights or remedies provided by law.
5. **DELIVERY, TITLE AND RISK OF LOSS:** Title and risk of loss of items sold hereunder shall pass to Buyer upon delivery of the items by Seller to a public carrier Incoterms CPT – Seller Dock. In no event shall Seller be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Seller. All products shall be deemed accepted upon Buyer's confirmation or within three (3) days of date of delivery, whichever occurs first.
6. **FORCE MAJEURE:** Neither Buyer nor Seller shall hold the other responsible for delays in production or delivery caused by Force Majeure or other events beyond the control of the other party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either party of the obligations of this Agreement.
7. **WARRANTY, RETURNS, ALTERATIONS TO EQUIPMENT:**
 - A. All new products manufactured by Seller will be free from defects in material and workmanship for up to one (1) year following the date of shipment from Seller. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from Seller. This warranty is available to the Buyer as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with Seller's standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond Seller's control.
 - B. To the extent allowed by law, Seller hereby expressly excludes any warranty for design defect. While products manufactured by Seller are designed and manufactured to meet published specifications, Seller may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will be replaced or upgraded at Seller's discretion.

- C. Authorization must be obtained from Seller prior to return of any items, including those for repair. Buyer's right to repair or replacement is governed by the items in this Article 7. Issuance of credit for returned items shall be made at Seller's discretion upon Buyer's request. All returns accepted by Seller may be subject to a restocking fee.
- D. It is understood and agreed that any modification or alteration to purchased equipment by Buyer, other than that specifically authorized by this Agreement or by Seller, shall VOID AND NULLIFY, in its entirety, all warranty conditions as set forth herein.
- E. THE ABOVE WARRANTIES AND REMEDIES ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY COMPANY WITH RESPECT TO PRODUCTS, ACCESSORIES AND PARTS AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. CANCELLATION:** Seller may at its option, cancel an order in the event, (a) Buyer's payments are in default or Buyer breaches any material provision hereto; (b) substantial changes in raw materials occur; (c) causes beyond Seller's reasonable control as specified in Paragraph 6 (Force Majeure); (d) Buyer becomes insolvent or a petition of bankruptcy is filed.
- 9. TAXES:** Buyer shall be responsible for payment of all applicable sales, use or other taxes whether local, state, or federal, which are chargeable in connection with the sale of the items hereunder unless specifically provided for otherwise in writing.
- 10. DISPUTE RESOLUTION, CONTROLLING LAW, VENUE:**
- A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, the Parties agree that the dispute may be submitted to a court of competent jurisdiction. This Agreement shall be governed by, and construed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein without reference to the principles of conflict or choice of law, and each of the Parties irrevocably submits itself to the jurisdiction of the Province of British Ontario, and hereby waives any defense or objection in the nature of venue or forum non conveniens. The United Nations Convention on Contracts for the International Sales of Goods is hereby expressly excluded from application to this Agreement.
- B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.
- C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.
- 11. EXPORT COMPLIANCE:** Buyer shall be prohibited from re-selling, exporting and/or re-exporting the products purchased hereunder without the written consent of Seller. If Buyer should re-sell, export or re-export said products, Buyer must comply with all applicable export regulations, export licensing requirements and anti-bribery and anti-corruption laws.
- 12. LIMITATION OF LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO BUYER, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF BUYER HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.