

1. WARRANTIES AND DISCLAIMERS SUBJECT TO CHANGE.
2. WARRANTIES AND DISCLAIMERS. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PURPOSE, except:
(a) that the product shall conform to the description contained herein and to the Seller's specifications, if any, and (b) that the product does not infringe any valid United States patent. Seller does not warrant, however, that the use of the product, or articles made therefrom, either alone or in conjunction with other materials, will not infringe any United States patent. Seller makes no warranty against infringement of the claims of any patent issued in any country other than the United States of America. All warranties related to components used in the fabrication of Product will be made available to the Buyer upon transfer of title to the Product, generally two (2) years for all electrical components based on vender RMA.
3. PRODUCT SUITABILITY. Determination of the suitability of the product for the uses and applications contemplated by Buyer and others shall be the sole responsibility of the Buyer. Buyer assumes all risks and liabilities for results obtained by the use of the product, whether used singly or in combination with other products, except those relating solely to the use of product not conforming to the contracted specifications, which non-conformity is not known to Buyer and is not discoverable by Buyer, by testing or otherwise, prior to the use thereof by Buyer or others. Any suggestions or recommendations made by Seller concerning the uses or applications of the product are believed to be reliable, but Seller makes no warranty or guarantee of results to be obtained since the conditions of use and application by Buyer and others are beyond Seller's control.
4. PRODUCT CHARACTERISTICS. Buyer shall familiarize itself with the characteristics of the product, and shall comply with all laws, regulations and standards applicable to the import, export, transportation, possession, handling, processing or use of the product by Buyer according to the local laws of where the product will be used. The labels affixed to the products or their packaging have been designed to comply with U.S.A. laws. If the laws, rules or regulations of any jurisdiction into which Buyer may introduce the products impose different or additional requirements, Buyer shall be responsible for notifying Seller of such requirements and for ultimately complying with such different or additional requirements.
5. INDEMNITY AGREEMENT. Buyer shall defend, indemnify and hold Seller harmless from and against all claims, liabilities, costs and expenses (including, but not limited to, those related to injury to or death of Buyer's employees) arising from or connected with the possession, operation, processing or use of the product by Buyer or others, except those resulting solely from the use of product not conforming to the contracted specifications, which non-conformity was not known to Buyer and was not discoverable by Buyer, by testing or otherwise, prior to the use thereof by Buyer or others. Seller may participate in the defense of any such claim for the further protection of its own interests.
6. CLAIM PERIOD. Claims related to non-conforming product shall be made within sixty (60) days after discovery thereof. All other claims shall be made

within sixty (60) days after receipt of the product to which the claim relates, or if for non-delivery, after the scheduled delivery date thereof. No claim for credit card chargeback will be made after successful delivery and installation of the product. Buyer's failure to give Seller written notice of any claim within the applicable time period shall constitute an absolute and unconditional waiver of such claim. In no event shall Buyer commence any action under this contract later than one year after the cause of action has accrued.

6. **LIABILITY LIMITATIONS.** Buyer's exclusive remedy shall be for damages and no claim of any kind, whether as to product delivered or for non-delivery of product, and whether based on contract, breach of warranty, negligence or otherwise, shall be greater in amount than the purchase price of the quantity of the product in respect of which damages are claimed. **IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BUYER'S CLAIM IS BASED ON CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE.**
7. **WEIGHTS.** Seller's weights and/or measurements shall govern unless proven to be in error.
8. **CARRIER AND ROUTING.** All equipment and products supplied by the Seller shall be supplied on the basis of FOB Seller's facility in Lockport Illinois, unless the quotation or invoice designates an alternative method of supply. The selection of carrier and routing of shipment shall be at Seller's option, unless the Buyer designates a specific carrier and arranges the logistics and payment related to shipment. If the terms of shipment require Seller to pay freight, selection of carrier and routing of shipment shall be solely at Seller's option.
9. **TITLE AND RISK OF LOSS.** Notwithstanding any terms of shipment specified herein, risk of loss in the products shall pass to Buyer upon Seller's delivery to the carrier at the Seller's facility. Title shall pass to Buyer only upon Seller's remittal of full payment(s) for the product and such payment has been received by Seller.
10. **CREDIT AND INVOICE PAYMENT.** Seller will invoice for Product(s) sold in relation to payment schedules which may be agreed upon by the Seller and Buyer. Buyer is responsible to pay Seller's Invoice(s) within the payment period indicated on the Seller's Invoice. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payment or satisfactory security may be required by Seller before proceeding with further construction activity or deliveries. All Payments made by the Buyer to the Seller shall be non-refundable and free of any encumbrances. Upon notification of system completion, buyer will have two (2) weeks to complete final payment after which, there will be a up to a 1.5% storage fee applied.
11. **TAXES.** Any tax or other governmental charge or increase thereof hereafter becoming effective increasing the cost to the Seller of producing, selling, or delivery the product or of procuring any material used therein, any tax now in effect or increase thereof payable by Seller due to the sale, use or delivery of the product, such as, but not limited to, Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, Value Added Tax, and Transportation Tax may, at Seller's opinion, be added to the purchase price. Unless specifically provided otherwise under the terms of sale, Buyer shall pay or reimburse Seller for all

taxes, excises, duties, harbor dues, fees or other charges which Seller may be required to pay to any Government (multinational, national, state, or local) upon the production, sale, documentation, delivery, import, export and/or transportation of the products sold hereunder.

12. **DUTIES AND DRAWBACKS.** Buyer is responsible for all customs duties, clearing costs, impound fees, and other such expenses as may be imposed by non-USA Legal Authorities related to the import of goods.
13. **EXCUSE OF SELLER.** Seller shall not be responsible or liable for any delay or failure to deliver any or all of the product if occasioned by any cause or circumstance which makes impracticable the production, transportation or delivery of the product or any material used in or in connection with its production; and the contracted quantity shall be reduced to the extent of the quantities not delivered due to any such cause or circumstance.
14. **EXCUSE OF BUYER.** Buyer shall not be responsible or liable for failure to take delivery of the product if any cause or circumstance like those excusing Seller makes it impracticable for Buyer to receive or use the product; and the contracted quantity shall be reduced to the extent of the quantities not delivered due to any such cause or circumstance.
15. **SHIPMENT DELAYS.** Seller is not responsible for any delay as a result of force majeure (international definition); however, Seller will commit to have products ready for shipment upon the quoted date otherwise the Buyer will be entitled to a full refund.
16. **WAIVER.** No waiver by either party of any breach of any of the terms or conditions contained herein shall be construed as a waiver of any succeeding breach of the same or any other term or condition contained herein. Nothing contained herein shall limit the remedies of Seller in the event of Buyer's breach of any term or condition contained herein.
17. **EXISTING CONTRACT AND MODIFICATION.** If Buyer's order was placed under an existing written contract between and signed by the parties, to the extent that such contract and this document are inconsistent, such contract shall prevail. Except to the extent there is a signed written contract between the parties, this document constitutes the entire contract of sale and purchase between the parties of the product covered hereby. No modification of this contract shall be of any force or effect unless in writing and signed by the party claimed to be bound thereby, and no modification shall be effected by the issuance or acceptance of purchase order forms contained different conditions.
18. **GOVERNING LAW. Arbitration.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Illinois. An award of arbitration may be confirmed in a court of competent jurisdiction.

BUYER AGREES TO THE TERMS AND CONDITIONS ABOVE: Seller and Buyer agree to the above terms and conditions of sale and Buyer indicates their intention to purchase the Distillation System indicated in the above proposal, designating such agreement to purchase with the deposit of the initial funds.

Any Payment Remitted To Helderpad Will Be Considered A Confirmation Of
Review and Agreement To The Terms And Conditions Of Sale Described Above.