

**TOWER CLEANING PLUS INC., D/B/A TOWER WATER  
TERMS AND CONDITIONS**

As used herein, the underlined words shall have the following meaning:

Buyer: As used herein, the term "Buyer" shall mean the business entity identified on the TOWER WATER Quotation or Confirmation accompanying this document and/or any end user of Goods.

Goods: All products manufactured, sold, shipped or processed by TOWER WATER Buyer whether or not the same involves a sale of products or services, or combination of products and services.

1. TOWER WATER agrees to sell, transfer and deliver the Goods to Buyer in accordance with terms and conditions contained herein.

2. The price quoted is good for a period of no more than thirty (30) days from the date of the quote after which TOWER WATER reserves the right to change any and all price schedules, list prices, and rates. Buyer can obtain an updated price schedule by contacting its designated sales representative. Prices quoted are before all applicable sales, use and similar taxes, shipping costs, duties or other assessment all of which Buyer shall be responsible.

3. In the event Buyer issues a purchase order to TOWER WATER, each purchase order shall contain a description of the Goods ordered, the quantities and prices, and the requested shipment schedule. Despite any provisions to the contrary, all such orders will be and are made pursuant and subject to these Terms and Conditions and TOWER WATER written confirmation, whether specifically stated or not. If there is any inconsistency between the Terms and Conditions and the terms of a purchase order, these Terms and Conditions shall prevail. Unless Buyer shall notify TOWER WATER in writing to the contrary, within two (2) days after receipt by Buyer of this document, or prior to delivery of Goods, whichever is earlier, the delivery and sale of the Goods by TOWER WATER and payment and performance by Buyer shall be conclusively deemed to be subject to these Terms and Conditions.

No waiver, alteration or modification of any of the provisions hereof shall be binding on TOWER WATER unless made in writing and agreed to by a duly authorized official of TOWER WATER. Waiver by TOWER WATER of any default by the Buyer hereunder shall not be deemed a waiver of any default by Buyer which may thereafter occur.

4. Buyer shall make full payment within thirty days from the date of delivery or before the expiration of the period set forth on the quotation, confirmation or invoice for net payment, whichever is earlier (the "Due Date"). All invoices unpaid beyond the Due Date shall bear interest at an annual rate of eighteen (18%) percent from the Due Date. Buyer's failure to make payment in accordance with these Terms and Conditions shall relieve TOWER WATER from further performance under the agreement. In addition, in the event Buyer fails to make payment in accordance with these Terms and Conditions, TOWER WATER shall be entitled to its reasonable costs of collection, including, but not limited to, attorney's fees and court costs. Net 30 days shall mean 30 days from delivery of goods or performance of services.

**5. TOWER WATER EXPRESSLY EXCLUDES ALL WARRANTIES, GUARANTEES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, MATERIALS, WORKMANSHIP, DESIGN AND SUITABILITY FOR A SPECIFIED OR INTENDED PURPOSE.** Under no circumstances shall TOWER WATER be liable for back charges, Buyer's loss of profit, income or any special or consequential damage or loss, nor for any costs or damages incurred by Buyer as result of any failure, defect or defects due to faulty equipment, material or workmanship, providing services or delay in providing services or any other action or lack of action by TOWER WATER, even when TOWER WATER is expressly put on notice that such damages may occur. Additionally, TOWER WATER shall not be responsible for any damages resulting from alterations, repairs or work done by Buyer on equipment or systems without TOWER WATER'S express written approval prior to any such alteration repair or work. TOWER WATER'S liability to Buyer for damage, from any cause whatsoever, and regardless of the form of action, whether in contract or tort including negligence, shall be limited to the specific amount paid by Buyer to TOWER WATER under the quotation, proposal or Agreement

6. Within thirty (30) days of delivery to Buyer or the end Buyer of any delivery of Goods, the Buyer shall inspect the same and immediately notify TOWER WATER of any defects in the Goods. Failure to so notify TOWER Watering writing of any defects within thirty (30) days of receipt shall

constitute conclusive proof that the Goods were received without defects. In any event TOWER WATER shall not be responsible for any damage caused to the Goods during shipment. It is the sole responsibility of the Buyer to file any appropriate claims with the carrier for reimbursement. TOWER WATER will fully cooperate with the Buyer in making such claims.

7. Unless otherwise specified in connection with a particular order or agreement, title to and risk of any loss of or damage to the Goods shall pass from TOWER WATER to the Buyer on TOWER WATER'S placing same in the custody of a carrier for shipment to Buyer. Passing of title upon such delivery shall not constitute acceptance of the Goods.

8. TOWER WATER will use its best efforts to meet mutually agreed upon installation and delivery dates. If installation or deliveries are not timely, Buyer shall give TOWER WATER notice of such failure and allow TOWER Water reasonable time to make the delivery (TOWER WATER will be allowed at least twenty one (21) days to make the delivery).

9. Buyer shall not assign any right or interest in this document or any quotation without the written consent of TOWER WATER.

10. If any part of this document, or any order there under, is void, voidable, invalid, or unenforceable, for any reason, the document or order shall then be considered divisible as to such part with the remainder of the document or order remaining as valid and binding as though such part were not included in the document.

11. TOWER WATER shall not be liable to the Buyer for failure to perform its obligations under any order for Goods due to fire, flood, strikes, or other industrial disturbances, accidents, war, riot, insurrection, or other causes beyond the reasonable control of TOWER WATER.

12. After acceptance by TOWER WATER, cancellation or change in any quotation by Buyer shall not be effective without notice received, agreed to, and confirmed in writing by TOWER WATER. In the event TOWER WATER, in its discretion, approves Buyer's cancellation of an order, Buyer shall pay a cancellation fee (as liquidated damages and not a penalty) of fifty percent (50%) of the total quoted price, for TOWER WATER'S labor, material and overhead costs. Any changes to the quotation shall be subject to additional charges and these Terms and Conditions. In addition to all other available remedies, TOWER WATER may terminate Buyer's orders or deliveries upon any default by Buyer of the provisions of this document. Any such termination shall be without prejudice to the accrued rights of TOWER WATER. All rights and remedies of TOWER WATER are cumulative.

13. Buyer hereby grants to TOWER Water security interest in all goods and equipment sold hereunder as security for payment of all monies and obligations owed by Buyer to TOWER WATER. Said security interest shall remain in place until Buyer has performed all of its obligations hereunder including but not limited to payment of all monies owed by Buyer to TOWER WATER. Failure of Buyer to make payments when due or in any way fail to comply with the terms of the agreement with TOWER WATER shall constitute a default by Buyer under this security agreement. Buyer agrees that TOWER WATER, without limiting any of its other rights and remedies and at its sole discretion may, upon default by Buyer, enter Buyers premise and repossess any goods and equipment sold to Buyer by TOWER WATER. Upon request Buyer shall execute such documents and take such steps as requested by TOWER WATER to perfect maintain and preserve TOWER WATER'S security interest, including but not limited to execution of a UCC financing statement or obtaining insurance on the equipment.

14. This document and the sale of Goods by TOWER WATER to Buyer shall be construed and enforced under the laws of the State of New York and the parties hereto agree that the Federal and State Courts in the Borough of Manhattan, New York, shall have exclusive jurisdiction of all legal actions concerning any dispute or claim arising hereunder.

16. Manufactures Warranty. In cases where the product purchased includes manufacturers' warranties, TOWER WATER will use commercially reasonable efforts to advise Buyer of the existence and terms of such warranty and pass such warranty on to Buyer.