

HYDRO-TEST PRODUCTS, LLC TERMS AND CONDITIONS:

DEFINITIONS: As stated herein:

The term "Seller" or "Manufacturer" shall mean Hydro-Test Products, LLC., the warranting party.

The term "Buyer" shall mean the person(s) or entity that purchases the product from the Seller.

The term "timely inspection" shall mean the Buyer(s) inspection five (5) day period to inspect the product upon receipt of the product and report any product damage(s) as described in the WARRANTY section to the freight carrier that delivered the product.

The term "product(s)" shall mean any and all products, parts, equipment, major equipment, or any other purchase made from Hydro-Test Products, LLC.

PRICES: ALL PRICES LISTED ARE IN U.S. DOLLARS. ANY PRICES LISTED ARE SUBJECT TO CHANGE WITHOUT NOTICE.

MINIMUM BILLING: MINIMUM BILLING IS \$25.00, exclusive of freight charges.

TERMS: • NET 30 DAYS TO PRE-ESTABLISHED ACCOUNTS • DISCOUNTS ARE OFFERED FOR PRE-PAYMENT • MASTER CARD - VISA AND AMERICAN EXPRESS ARE ACCEPTED. SELECTION AND USE OF CREDIT CARD FOR PAYMENT WILL INCUR AN ADDITIONAL 3% PROCESSING FEE.

EXPORT TERMS: PAYMENT IN U.S. DOLLARS WITH CHECK OR DIRECT TRANSFER. C.I.F. PROFORMA QUOTATIONS UPON REQUEST.

SHIPPING: ALL SALES ARE F.O.B. STOW, MA., AND BECOME PROPERTY OF THE BUYER UPON SHIPMENT. ALL SHIPMENTS ARE MADE BY THE MOST ECONOMICAL MEANS AS DETERMINED BY HYDRO-TEST PRODUCTS, LLC. PREMIUM FREIGHT (UPS AIR, FEDERAL EXPRESS, ETC...) SERVICE IS MADE AVAILABLE TO ESTABLISHED ACCOUNTS; OTHERWISE, CARRIER ACCOUNT NUMBER MUST BE SUPPLIED FOR FREIGHT BILLING. OTHER CHARGES: APPLICABLE TAXES (MA.), SPECIAL PACKAGING, EXPORT DOCUMENTATION, PREMIUM FREIGHT OR OTHER UNIQUE CHARGES ARE PAYABLE BY THE BUYER.

RETURNS: CONTACT HYDRO-TEST PRODUCTS, LLC PRIOR TO MAKING ANY RETURNS FOR R.A. #, AND INSTRUCTIONS. UNLESS OTHERWISE STATED IN THE QUOTATION, A MINIMUM RESTOCKING CHARGE OF 15% APPLIES TO ALL SALEABLE GOODS ACCEPTED AS AN ACCOMMODATION TO THE BUYER. UNAUTHORIZED RETURNS WILL NOT BE ACCEPTED. RETURNS ARE TO BE MADE TO:

HYDRO-TEST PRODUCTS, LLC., 85 HUDSON ROAD, STOW, MA. 01775.

LIMITED WARRANTY: HYDRO-TEST PRODUCTS, LLC WARRANTS THAT ALL MERCHANDISE IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN SHIPPED FOR A PERIOD OF TWELVE (12) MONTHS ON MAJOR EQUIPMENT, AND THIRTY (30) DAYS ON CONSUMABLE REPLACEMENT COMPONENTS (I.E. VALVES, SEALS, HOSES, QUICK COUPLERS, ADAPTERS, ETC...), AND THOSE COMPONENTS ON MAJOR EQUIPMENT UNDER NORMAL USAGE. FOR EQUIPMENT OR ITEMS NOT MANUFACTURED BY HYDRO-TEST PRODUCTS, LLC., THE ORIGINAL MANUFACTURERS WARRANTY SHALL BE IN EFFECT.

IT IS THE RESPONSIBILITY OF THE BUYER TO INSPECT THE PRODUCT WITHIN FIVE (5) DAYS OF RECEIPT OF THE PRODUCT, THIS INCLUDES ANY HIDDEN DAMAGE TO THE PRODUCT, AND THE BUYER UPON TIMELY INSPECTION SHALL REPORT KNOWN DAMAGE TO THE FREIGHT CARRIER. ALL WARRANTY WORK IS ON A FOB ("FREE ON BOARD") STOW, MASSACHUSETTS. BASIS AND EXCLUDES ANY / ALL FREIGHT SHIPPING COSTS. THERE ARE NO ADDITIONAL IMPLIED WARRANTIES AND IN NO EVENT WILL HYDRO-TEST PRODUCTS, LLC. BE LIABLE FOR INCIDENTAL OR COINCIDENTAL DAMAGES.

VOID WARRANTY: ALL WARRANTIES ARE VOID IF DUE TO SELLER MISUSE, OR WITH ANY ALTERATION, OR ACCIDENTAL DAMAGES TO THE MANUFACTURER'S PRODUCT(S).

CHOICE OF LAW: All legal disputes shall be resolved through binding arbitration in accordance with the laws of the State of Massachusetts, U.S.A.

DISCLAIMER: Seller is not responsible for ensuring Buyer is up to date and attending required regulatory training or safety training for use of proper use of the equipment or the products sold to Buyer. Buyer is solely responsible for scheduling Buyer's own training and ensuring that Buyer is competent with the current laws and regulations of the product(s) or equipment purchased and competent on use of the equipment and/or product(s) and competent to recognize the need for additional parts or products for updating purchased product(s) and equipment to meet ongoing updated federal and state regulations.

INDEMNITY AND HOLD HARMLESS:

BUYER HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND HYDRO-TEST PRODUCTS, LLC., ITS EMPLOYEES, HEIRS, ASSIGNS, AND ANY RELATED COMPANY IN PRIVITY WITH HYDRO-TEST PRODUCTS, LLC, FOR THE BUYER'S MISUSE OF THE EQUIPMENT; FAILURE TO UNDERSTAND, ACKNOWLEDGE, AND IMPLEMENT THE CURRENT FEDERAL REGULATIONS FOR ANY AND ALL PRODUCTS PURCHASED FROM HYDRO-TEST PRODUCTS LLC, INCLUDING DISTRIBUTION OF THE SAME; FAILURE TO ATTEND AND SCHEDULE REQUIRED FEDERAL DEPARTMENT OF TRANSPORTATION HAZMAT TRAINING AND REGULATORY INSTRUCTION OF ANY AND ALL PRODUCTS PURCHASED FROM HYDRO-TEST PRODUCTS, LLC; OR TO COMPLY WITH ANY OTHER FEDERAL REGULATORY DEPARTMENT. BUYER AGREES THAT IN NO EVENT SHALL HYDRO-TEST PRODUCTS, LLC BE LIABLE FOR PUNITIVE, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ACTUAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT OR REVENUE, LOSS OF GOOD WILL, OR OTHER COMMERCIAL LOSS INJURY WHETHER OR NOT HYDRO-TEST PRODUCTS, LLC HAS BEEN ADVISED OR OTHERWISE PUT ON NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. HYDRO-TEST PRODUCTS, LLC SHALL NOT BE LIABLE FOR BUYER MISUSE, OR BUYER OR USER ALTERATIONS OF THE PRODUCTS; OR LACK OF EDUCATION TO PROPERLY AND SAFELY USE EQUIPMENT IN ACCORDANCE WITH THE EQUIPMENT HANDBOOK AND FEDERAL AND STATE REGULATORY REQUIREMENTS. MOREOVER, SELLER SHALL NOT BE RESPONSIBLE FOR THE BUYER'S FAILURE TO RECOGNIZE THE NEED FOR ADDITIONAL EQUIPMENT TO KEEP THE MAJOR EQUIPMENT AND MACHINES UP TO CURRENT REGULATORY CODE AND TO COMPLY WITH UPDATED AND NEW REGULATORY RULES AND REGULATIONS FOR ANY AND ALL TESTING REQUIREMENTS OR GUIDELINES. BUYER ACKNOWLEDGES THAT THE BUYER IS SOLELY RESPONSIBLE AND SOLELY LIABLE FOR ITS SAFE AND PROPER LEGAL USE OF THE EQUIPMENT IT PURCHASES FROM SELLER. FURTHER, BUYER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS, AND DEFEND HYDRO-TEST PRODUCTS, LLC FOR ANY LOSS OR INJURIES CAUSED BY THE INSTALLATION OR USE OF PRODUCTS.

ARBITRATION: BY BUYING EQUIPMENT FROM HYDRO-TEST PRODUCTS, LLC. THE BUYER ACCEPTS THE TERMS AND AGREES TO BINDING ARBITRATION SUBJECT TO AND IN ACCORDANCE MASSACHUSETTS LAW, U.S.A, UNLESS BUYER OBJECTS TO ARBITRATION IN WRITING TO SELLER WITHIN 10 DAYS OF A PURCHASE FROM BUYER.

THIS AGREEMENT SHALL APPLY TO ANY AND ALL PRODUCTS PURCHASED FROM HYDRO-TEST PRODUCTS, LLC AND THIS AGREEMENT SHALL BE IN FULL EFFECT UPON THE PURCHASE OF ANY AND ALL PRODUCTS PURCHASED FROM HYDRO-TEST PRODUCTS, LLC.