

# Terms and Conditions of Sale



1. In the absence of a written acceptance of these conditions by the Purchaser, placement of an order for any of the goods covered by this order/quotation herein shall constitute an acceptance of these terms and conditions and shall constitute the entire contract between us. Our failure to object to provisions contained in a purchaser's order or other communication shall not be deemed a waiver of the terms and conditions hereof.
2. The prices and terms herein are not subject to verbal changes or other agreements unless approved in writing by an authorized representative of Tank Cleaning Technologies, Inc. The prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.
3. Typographical and stenographic errors are subject to correction.
4. We shall not be responsible for any delay in filling this order caused by machinery breakdown, differences with workmen, strikes, floods, lack of transportation facilities, or other causes which are unavoidable or beyond our control.
5. Limited Lifetime Warranty - Products sold by Tank Cleaning Technologies, Inc. are warranted to be free of defects in materials and workmanship, exclusive of corrosion, damage from abuse or misuse, negligence, alteration, normal wear and tear, and improper installation. Liability under this warranty shall be limited to the repair or replacement of any defective work or material Ex-Works: Shipping Point. Tank Cleaning Technologies, Inc. shall not be liable for any other damages or losses. The Buyer's sole and exclusive remedy against Tank Cleaning Technologies, Inc. for any defective material or workmanship shall be the repair or replacement of the defective parts or products as provided herein. No other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to the Buyer.
6. Indemnity - Buyer shall indemnify and hold harmless Tank Cleaning Technologies, Inc., Its affiliated companies, owners, employees, agents, and successors from and against any and all claims expenses, liability, and loss arising from claims for injury, death, or damage to, or destruction of property arising from unauthorized repair or modifications to the products provided under this purchase order/quotation, as well as failure to properly maintain said products. Improper use of said products, use of said products for anything other than their intended purpose, and/or the equipment not working or functioning properly caused by a change in working parameters that were unknown by Tank Cleaning Technologies, Inc. as referenced in item 14 below.
7. Invoices for material delivered under this order are payable only in United States Dollars. Should the Buyer prefer sending a check drawn in currency other than United States Dollars, we reserve the right to charge the Buyer whatever exchange we are required to pay.
8. The sale of goods covered by this order/quotation does not grant the Purchaser any license or right of any kind under any patent owned or controlled by us or under which the company is licensee.
9. All drawings, specifications, data, or other information supplied to the Buyer by Tank Cleaning Technologies, Inc. may contain proprietary design information belonging to Tank Cleaning Technologies, Inc. They are the property of Tank Cleaning Technologies, Inc. and shall so remain. They may not be copied in whole or in part, nor disclosed to third parties, without the expressed written consent of an office of Tank Cleaning Technologies, Inc. All said information must be returned immediately upon demand.
10. All sales are Ex-Works with all freight charges to the account of the Buyer, unless otherwise noted on the quotation/order.
11. Returns - All returns must be with prior written approval of Tank Cleaning Technologies, Inc. Only standard catalog stock items can be returned. Returns must be in salable condition and accompanied by a Return Material Authorization Form available from our office. Unauthorized returns will be refused. The return is subject to a restocking charge and is to be shipped freight prepaid to the destination specified on the Return Material Authorization Form.
12. In the even that Tank Cleaning Technologies, Inc. is unable to collect any funds due arising from orders placed, all collection costs, court costs, and legal fees as well as legal interest charge on unpaid balances shall be borne by the Buyer and its principals.
13. Liens - Tank Cleaning Technologies, Inc. reserves its right to lien and will provide final lien waivers only after payment has been received in full.
14. The parameters and/or field measurements utilized in formulating the prices for the equipment supplied herein, in total or in part, have been supplied by the Purchaser or their representative. Any failure of the equipment to operate satisfactorily that is caused by incorrect data and/or field measurements being supplied to the Seller is the responsibility of the Purchaser whether actual measurements were performed by the Buyer's personnel or Seller's representative. Further it is the Buyer's responsibility to ensure correctness and accuracy of all dimensions and information provided to the Buyer by the Seller for approval. Failure to note inaccurate or incorrect dimensions or information on drawings for approval is the responsibility of the Buyer. This shall include any changes in operating procedures, types of vessels being serviced, or any changes to the physical surroundings which cause conditions to be outside the parameters and/or field measurements represented. All costs associated with such charges, additions, deletions, or modifications shall be borne by the Purchaser.
15. Purchaser assumes liability for patent and copyright infringement when goods are made to the Purchaser's specifications.
16. If Buyer cancels an order at any time prior to its completion, Buyer agrees to pay Seller the percentage of the selling price equal to the percentage of the completion, plus any and all costs for the disposal of used material. Seller determines the percentage of completion. Minimal cancellation fee is 20% of the entire order. An order is deemed canceled if after the issuance of the buyers official purchase order or the signing of our order confirmation, the order is canceled by the buyer. This cancellation charge would be invoiced to the buyer within 5 days of order cancellation and payable to the seller within 10 days or invoice issuance.
17. Buyer agrees to abide by the terms of this contract. Seller is not bound by any contracts that Buyer may make with third parties. Such contracts or agreements shall have no bearing upon the agreement between Buyer and Seller.