



## TERMS OF SALE

These Terms of Sale constitute a contract between you and Omnipure Filter Company (“Omnipure”). Please carefully review these Terms of Sale because the Terms of Sale set forth the rights, obligations, limitations and exclusions that apply to you.

1. **AGREEMENT** By purchasing or guarantying the purchase of the products from Omnipure, you agree with Omnipure Terms of Sale. Omnipure’s Terms of Sale may not be altered, supplemented or amended by use or reference to any other documents or agreements, unless agreed by Omnipure in writing.

2. **CASH SALE** All domestic purchases will be paid by cash, check or credit card in the net amount of the invoice on or before the time of delivery unless Omnipure agrees in Omnipure’ sole discretion to extend to you an open account or other credit. All international purchases will be paid by credit card in the net amount of the invoice on or before the time of delivery. Omnipure may, in its sole and absolute discretion, allow you to pay by electronic deposit.

3. **OPEN ACCOUNT SALE** All purchases on open account are due and payable within 30 days of receipt of the invoice unless you and Omnipure agree in writing to a different payment plan. Amounts unpaid by the 30th day of your receipt of the invoice incur interest of 1.50% PER MONTH (an ANNUAL PERCENTAGE RATE OF 18%), or the maximum amount allowed by the applicable state law, whichever is less. Interest is compounded monthly. If you become insolvent, are named in any legal, arbitration or other proceeding to collect money, or file bankruptcy, then all amounts owed to Omnipure become immediately due and payable. Creditcard payments are acceptable at the time of ordering; however, credit cards cannot be used to pay for products purchased through delayed billing. A surcharge may be imposed on all statement balances paid by credit card.

4. **ERRORS** Omnipure may correct at any time all extension, price, description and other errors on any invoices, statements or other documents. The document, as corrected, will be the effective document.

5. **PAYMENTS** All payments will apply first to attorney fees and collection costs, then to accrued interest on oldest unpaid invoices, and then to principal due on oldest unpaid invoices, unless otherwise indicated by your remittance advice. You will pay Omnipure a \$25.00 service fee on all returned checks.

6. **SECURITY INTEREST** To secure all obligations owed by you to Omnipure, you grant Omnipure a first priority security interest in any products purchased from Omnipure, including without limitation all goods, equipment, and inventory, and all proceeds, renewals, substitutions, replacements, additions and accessions there to, until all obligations to Omnipure are paid in full. The security interest granted under this provision constitutes a purchase money security interest under the Idaho Uniform Commercial Code

7. **DEFAULT** If your account is not paid when due, or if you have not complied with any other term or condition of your application for credit, these Terms of Sale, or any other agreement with Omnipure, then you are immediately in default without further notice to you.

8. **OMNIPURE’ REMEDIES ON DEFAULT** If you are in default, then Omnipure may, in Omnipure’s sole discretion and without further notice to you, exercise any one or more of the following actions and remedies: (a) temporarily or permanently suspend any further shipments to you, (b) temporarily or permanently suspend your credit, (c) temporarily or permanently ship to you only if you pay cash on delivery (“COD”) or if you pay in advance, (d) temporarily or permanently close your account with Omnipure and terminate any further transactions with you, (e) exercise Omnipure’ rights as secured creditor under applicable law, (f) collect the amounts owed to Omnipure, including without limitation initiating a lawsuit, and (g) take any other action or pursue any other remedies which Omnipure deems appropriate. Once Omnipure takes any action or remedy because of your default, including

without limitation the remedies listed in this paragraph, Omnipure is not obligated to (a) restore your account and creditor (b) provide you with any other account or credit terms even if you pay the past due amounts in full and satisfy any other requirements of Omnipure.

9. **TITLE AND RISK OF LOSS** Delivery shall be made FOB Omnipure’s facility. Title and risk of loss to the products passes from Omnipure to you upon the earlier of (i) the departure of the shipment from Omnipure’ facility or (ii) delivery and/or tender of the products to the carrier.

10. **DELAYS** Omnipure is not responsible for the inability to provide goods purchased or delay in providing goods purchased caused or effected by accidents, strikes, weather, war, riots, terrorism, shortage of products or labor by manufacturers, interference or obstruction of transportation routes, carrier shortages, damage to carrier, damage to goods by carrier, any act of God, failure of utilities or telecommunications, or other causes beyond Omnipure’ control. Omnipure will perform as soon as practicable after the cause of the delay is removed.

11. **TAXES AND SHIPPING CHARGES** You will pay all applicable shipping charges and taxes that arise because of the sale and delivery of the products to you. All orders are shipped UPS unless otherwise agreed to by Omnipure. Shipping and delivery charges are dependent on the location, and will be disclosed upon request. The taxes and shipping and delivery charges will appear on the invoice, or you will directly pay the shipper and tax authority. Omnipure will charge and collect from you all federal excise and state sales taxes that Omnipure is required to collect. If Omnipure does not collect sales or use tax from you, you are solely responsible for complying with your state’s sales and use tax. Omnipure will collect the applicable federal excise tax from you unless you provide proof of your federal excise tax exempt status for ammunition,

to Omnipure's satisfaction, prior to ordering products from Omnipure.

#### 12. RETURNS, REFUNDS, AND CREDITS

Carefully read your invoice and check the status of information on backorders, partial shipments, etc. Check the carton for any damage that may have occurred during shipment. If the package was damaged in shipment, please call Customer Relations at 208-454-2597 or email us at sales@omnipure.com before returning. Additionally, you must inspect the products within two (2) days of receipt and notify Omnipure in writing of any products which (i) do not conform to the make, model number, UPC or SKU listed in the applicable purchase order; (ii) do not materially conform to these specifications, as agreed upon by the parties; or (iii) materially exceed the quantity of goods ordered pursuant to the purchase order or other written sale of goods agreement. If you have received merchandise in error, Customer Relations will make immediate arrangement to correct your order and your return surface shipping will be reimbursed. You must call Customer Relations at 208-454-2597 for a return authorization number and return mailing address. No return will be accepted unless the product is in the original unmarked container and in salable condition. All returns must be made within 30 days of invoice date - no exceptions. Upon inspection, you will receive credit or refund (in Omnipure's sole discretion), on merchandise only; we will not refund or provide a credit for shipping and handling fees or return postage. Any credit issued by Omnipure will not exceed the product's actual purchase price and must be used within one year from the date of issuance. A 20% restocking fee will apply to all returns. For your protection, please insure the package for its full value. CODs are not accepted.

#### 13. DISCLAIMER AND LIMITATION OF WARRANTIES AND REMEDIES

**A. LIMITED WARRANTY.** For the earlier of (i) one (1) years from the date of installation or (ii) five (5) years from the date of manufacture, whichever occurs first, Omnipure warrants that the products delivered will be free from any material defects in workmanship or materials. The Omnipure product, if used beyond the warranty period, or service life of the product, may deteriorate or leak. This nontransferable limited warranty does not apply to any Omnipure product

(i) which has been reconstructed, repaired or altered by persons or entities other than Omnipure or its authorized representative, which (in Omnipure's sole judgment) affects the product's structure, stability, or reliability, (ii) which was subjected to misuse, neglect, accident or abnormal use or storage; (iii) which has been repackaged, or (iv) has been used with any third-party products or product that has not been previously approved in writing by Omnipure. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Omnipure products. Third Party Products are not covered by the warranty in this Section 13(A). For the avoidance of doubt, Omnipure MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. **B. DISCLAIMER OF WARRANTIES.** Omnipure makes no warranties that extend beyond the description on the face of this limited warranty. Omnipure makes no other express or implied warranties, including without limitation, NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT OR PERFORMANCE OF PRODUCTS, AND NO IMPLIED WARRANTY ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR ADVERTISING. This limited warranty is the full and complete statement of Omnipure's limited warranty of the Omnipure products set forth above, constitutes the entire and completely integrated limited warranty of Omnipure, supersedes all other statements, and cannot be varied by any oral or other written statement. **C. REMEDIES.** Your exclusive remedy for breach of the limited warranty is to return the products for refund of the purchase price, or repair and replacement of the

nonconforming products. Omnipure has the exclusive right to select the remedy. Omnipure expressly excludes liability for incidental, consequential, exemplary, punitive and other damages. IN NO EVENT SHALL Omnipure BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS OF SALE. **D. PAYMENT REQUIRED.** Omnipure's limited warranties are effective only if Omnipure has received payment in full for the products.

#### 14. DISPUTES, AUTHORIZATION FOR VENUE AND JURISDICTION.

All disputes between you and Omnipure, including without limitation actions to obtain payment, will be governed by Idaho law and the venue will be located in Boise, Idaho. You expressly submit to the personal and subject matter jurisdiction and venue of the state and federal courts in Boise, Idaho. You, Omnipure, and the guarantor, if any, are the only parties to this agreement, and there are no intended or incidental third-party beneficiaries. In any dispute the prevailing party will recover from the other party reasonable attorney fees and costs, collection agency fees, and any other costs incurred. Omnipure Filter Company, Revised 4-28-1686454562.1 0057274-00002

#### 15. CHANGES IN TERMS

At Omnipure's sole discretion, the Terms of Sale may be modified, amended, or otherwise revised, at any time by notifying you at your statement address at least 30 days in advance of the effective date of the change. All changes to the Terms of Sale will apply to all purchases, returns or other transactions that occur on or after the effective date of the change. You agree with the Terms of Sale by making purchases, returns or other transactions, or by continuing to owe money to Omnipure, on or after the effective date of the change. If you disagree with the changes in the Terms of Sale, you will stop any further transactions and will repay any money you owe Omnipure, before the effective date of the change.