HYDROAIR HUGHES, LLC – STANDARD TERMS AND CONDITIONS OF SALE

GOODS AND SERVICES SOLD BY HYDROAIR HUGHES, LLC ("HYDROAIR") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON HYDROAIR UNLESS AGREED TO AND WRITTEN ACCEPTANCE OF HYDROAIR'S TERMS AND CONDITIONS.

PRICE: Prices in effect at time of shipment of Materials or performance of services shall prevail. All prices quoted by HYDROAIR are F.O.B. shipping point. Where services are quoted, they are subject to out-of-pocket expenses which are generally quoted and added to the contract. Any changes in exchange rates, tariffs, or other governmental regulations, costs, or additional surcharges will be added to the contract. Prices are subject to change without notice. A 20% surcharge will be added to all shipments to Canada and Mexico. 

SHIPPING: Order accepted by HYDROAIR is subject to availability of funds, material, and equipment. HYDROAIR reserves the right to adjust prices at the rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accompany payment. HYDROAIR reserves the right to substitute materials of like kind and quality unless expressly agreed otherwise.

PAYMENT TERMS: Payment terms are thirty (30) days net, unless otherwise agreed in writing. To the extent permitted by applicable law, HYDROAIR shall be entitled to interest on all past due accounts and Buyer shall pay such interest at a rate which is the maximum permitted by law, or if such rate is not permitted by applicable law, at the rate of 18% per annum. Any payment not paid within ten (10) days of the date due shall constitute a partial default, and HYDROAIR shall be entitled to all costs of collection, including attorneys' fees. Payment for all claims for materials, services, or otherwise shall be made by Buyer to the address of HYDROAIR or its authorized agent. 

WAIVER, CHOICE OF LAW AND DISPUTE RESOLUTION: The failure of either party to assert a right hereunder or to insist upon performance of any term or condition will not constitute a waiver of such right or condition for any other or future time. Any dispute arising out of this contract, whether in contract or tort, shall be governed by the laws of the State of Ohio, United States of America, excluding conflict of laws rules. Any dispute arising out of this contract, whether in contract or tort, shall be subject to the exclusive jurisdiction of the courts of the State of Ohio and the U.S. District Court for the Southern District of Ohio, and Buyer hereby submits to the personal jurisdiction of such courts for any action resulting from or relating to this contract. A failure of either party to comply with any of the terms or conditions of this contract, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, shall not be binding on the other party, but shall be automatically voided and shall not be part of this contract. All claims, suits, and actions hereunder shall be brought and decided in the courts of the State of Ohio, and any contract between Buyer and HYDROAIR. HYDROAIR prices do not include the cost of any related services. 

GENERAL: All orders are subject to acceptance by HYDROAIR. The terms and conditions in HYDROAIR's forms are incorporated herein by reference, and constitute the entire and exclusive agreement between Buyer and HYDROAIR, and no modification of the terms and conditions herein shall be binding on either party. If any provision herein shall be deemed unlawful, invalid or void, such provision shall not adversely affect the enforceability of the remaining provisions. 

ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF HYDROAIR PRODUCTS - ("ADDITIONAL TERMS"). IN THE EVENT OF A CONFLICT BETWEEN HYDROAIR'S TERMS AND CONDITIONS AND THE ADDITIONAL TERMS, THE ADDITIONAL TERMS SHALL PREVAIL FOR EXPORT SALES OF HYDROAIR PRODUCTS. ORDER ACCEPTANCE: Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by HYDROAIR, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of the State where acceptance occurred in the United States; in the United States District Court for the Southern District of Ohio; in the State of Ohio; and in the State where acceptance occurred in the United States. TO THE EXTENT THE UNITED STATES IS A MEMBER OF A TREATY OR AGREEMENT WITH ANOTHER COUNTRY, THE LAW OF THAT COUNTRY MAY APPLY TO THE SALE OF PRODUCTS TO THAT COUNTRY.

EXPORT CONTROLS AND RELATED REGULATIONS: Buyer represents and warrants that it is not on or associated with any organization or individual on the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") Denied Persons List or Entity List; or on any other applicable government or international list or list maintained by BIS or similar foreign government or international authority. Buyer represents and warrants that it is not a "Specially Designated Nationals and Blocked Persons List" ("SDN List") entity, or "Principal of Foreign Government," entity, or "Foreign Principal in Interest." Buyer shall follow all applicable export regulations, including but not limited to, foreign trade regulations, foreign investment regulations, and regulations of governmental bodies or agencies, including but not limited to all applicable export control laws of the United States or other governing agencies and their successors. Buyer AGREES TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES OF AMERICA AND FOREIGN COUNTRIES REGULATING THE IMPORT OR EXPORT OF GOODS. 

COUNTRY OF ORIGIN AND COMPLIANCE: Buyer represents that it is purchasing products from the U.S. and importing them to the country specified in the Buyer and HYDROAIR documentation. HYDROAIR will cooperate with U.S. government entity to verify that the representation is correct. This representation shall include the final destination of the product to which Buyer intends to ship the product. Buyer shall request documentation verifying delivery at the designated country. Buyer further agrees to inform HYDROAIR at the time of purchase if the representation is incorrect or is no longer correct. If the representation of the final destination is incorrect, or is to be amended, Buyer shall notify HYDROAIR in writing. Buyer shall verify such representations with the government of the country to which the final destination is to be shipped. Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by HYDROAIR, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of the State where acceptance occurred in the United States; in the United States District Court for the Southern District of Ohio; in the State of Ohio; and in the State where acceptance occurred in the United States. TO THE EXTENT THE UNITED STATES IS A MEMBER OF A TREATY OR AGREEMENT WITH ANOTHER COUNTRY, THE LAW OF THAT COUNTRY MAY APPLY TO THE SALE OF PRODUCTS TO THAT COUNTRY.

FREIGHT FORWARDER AND DOCUMENTATION: It is specifically agreed that Buyer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Buyer's agent in such capacity for Export Administration Act or other applicable laws; and Buyer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At HYDROAIR's request, Buyer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Buyer or its freight forwarder related to sales to them by Buyer. 

FOREIGN PRINCIPAL P Arties IN INTEREST; FREIGHT FORWARDER AND DOCUMENTATION: It is specifically agreed that Buyer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Buyer's agent in such capacity for Export Administration Act or other applicable laws; and Buyer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At HYDROAIR's request, Buyer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Buyer or its freight forwarder related to sales to them by Buyer. 

U.S. FOREIGN CORRUPT PRACTICES ACT: Buyer states that it is an independent contractor, and is not an agent or representative of HYDROAIR. Buyer hereby represents and warrants that its chief executive officer or equivalent senior officer of Buyer, acting on behalf of Buyer, has read and understands the U.S. Foreign Corrupt Practices Act, and Buyer agrees to comply with all provisions of the U.S. Foreign Corrupt Practices Act, as amended, and of the U.S. Foreign Corrupt Practices Act, as amended, in connection with the purchase and resale of the Products. 

COUNTRY OF IMPORTATION AND ANTI-DIVERSION: Buyer represents that it is purchasing products from the U.S. and importing them to the country specified in the Buyer and HYDROAIR documentation. HYDROAIR will cooperate with U.S. government entity to verify that the representation is correct. This representation shall include the final destination of the product to which Buyer intends to ship the product. Buyer shall request documentation verifying delivery at the designated country. Buyer further agrees to inform HYDROAIR at the time of purchase if the representation is incorrect or is no longer correct. If the representation of the final destination is incorrect, or is to be amended, Buyer shall notify HYDROAIR in writing. Buyer shall verify such representations with the government of the country to which the final destination is to be shipped. Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by HYDROAIR, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of the State where acceptance occurred in the United States; in the United States District Court for the Southern District of Ohio; in the State of Ohio; and in the State where acceptance occurred in the United States. TO THE EXTENT THE UNITED STATES IS A MEMBER OF A TREATY OR AGREEMENT WITH ANOTHER COUNTRY, THE LAW OF THAT COUNTRY MAY APPLY TO THE SALE OF PRODUCTS TO THAT COUNTRY.