

ISCO Industries, Inc. Terms and Conditions of Sale ("Terms")

All orders with ISCO Industries, Inc. ("Seller") are subject to the following:

Order Acceptance: All orders are subject to the approval and acceptance by an authorized representative of Seller. Your order, when shipped by us, shall be the complete contract between us, subject to and incorporating therein, these Terms, and any provisions contained in your order that are inconsistent with or contrary to these Terms shall be inapplicable and invalid and are hereby expressly rejected by us. In any event, your acceptance of the goods or service shall manifest your assent to these Terms of sale.

Cancellation: Any order that is in the process of production or shipment is not subject to cancellation, deferment of delivery, or change of specification without the written approval of an authorized representative of Seller. Buyer will be liable for Seller's costs and expenses related to cancellation, deferred delivery or agreed changes, including without limitation storage fees.

Freight Conditions: Unless specifically stated that freight is allowed, all orders shall be F.O.B shipping point. Title to the goods and risk of loss shall pass to the Buyer, Buyer's representative, or common carrier at the F.O.B. shipping point and Seller shall have no responsibility for any damages or losses attributable to any carrier transporting the goods from the F.O.B point to final destination. When freight is allowed, the prices are F.O.B. from the shipment point, with freight allowed to specified destination. The point or origin of the shipment, the method of transportation, and the routing of shipments are at the discretion of Seller.

Payment Terms: Unless otherwise agreed in writing, the price for the products will be as documented in ISCO's Order Acknowledgement. If thereafter there is an increase in ISCO's costs outside ISCO's control, including raw materials or transportation or any other costs prior to completion of the order, the additional cost will be borne by Buyer and reflected in a revised Order Acknowledgement, which shall be forwarded to Buyer. All invoices are due net 30 days, with all past due accounts subject to a service charge of 1.5% per month (18% annually).

Return Policy: Buyer shall not return any goods without obtaining prior written authorization from Seller. Goods returned for credit must be in new condition and will be subjected to a minimum twenty-five percent (25%) restocking charge, F.O.B Seller shipping location. Only standard stocking items with a standard part number are eligible for return. Non-standard items, items shipped direct from a manufacturer, or specialty-made goods will not be accepted for return. Any items/structures/goods that require a Seller-furnished Work Order and/or a Computer Automated Drawing will not be accepted for return.

Performance: All promises as to the date of shipment are made in good faith and as an estimate only, and therefore cannot be guaranteed. Accordingly, Seller shall not be liable to Buyer for any delay in delivery.

Limited Warranty: Goods manufactured by Seller are warranted only to the extent that Seller will furnish replacement parts, free of charge, F.O.B. shipping location; or at the option of Seller, refund the purchase price of any product which, when properly stored, transported, installed and used as recommended by Seller and in accordance with the best installation and operating practices and techniques, is proven to be defective in material or workmanship within one (1) year from the date of shipment. Buyer shall provide Seller immediate notice of any defect and allow Seller the opportunity to inspect the same at the place of installation. Any defect caused by the custom specifications of Buyer is excluded from this warranty. In addition, goods sold by Seller which are manufactured by others are warranted only to the extent of, and are limited to, the warranty of the manufacturer.

In the event Seller performs any pipe joint fusing services for or on behalf of Buyer, Seller warrants, for a period of ninety (90) days following the date a fused pipe joint was made, that any such joint will not fail to the extent caused by the faulty workmanship of Seller. Buyer's sole and exclusive remedy against Seller for a breach of this warranty shall be at Seller's option, either to return to Buyer the amounts paid for such services, or for Seller to re-perform the allegedly defective services.

THE WARRANTIES SET FORTH ABOVE ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND BUYER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTIES, THE GOODS AND SERVICES ARE PROVIDED "AS IS." SELLER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM ANY TRADE USAGE OR FROM ANY COURSE OF DEALING OR PERFORMANCE.

Buyer Warranty and Representation: Buyer warrants that it has not relied on any representation made by Seller which has not been stated expressly in writing or upon any descriptions, illustrations or specifications contained in any marketing or other publicity material produced by Seller. Further, Buyer acknowledges that to the extent Seller has made any representation which is not otherwise expressly stated in writing, the Buyer has been provided with an opportunity to independently verify the accuracy of any such representation.

Indemnification: Buyer shall indemnify, defend and hold harmless Seller and its agents and employees from and against any cause of action, suit, claim, damage, loss and expense, including attorney's fees, (including without limitation the personal injury, death or damage to property of any third person) arising out of or in connection with the sale, transportation, installation, application, use or repair of the

goods by Buyer, whether caused in part by the concurrent and/or contributory negligence of Seller or its agents, employees or suppliers but excluding claims arising from Seller's sole negligence. The provisions of this paragraph shall survive the consummation of any sale or other transaction between Buyer and Seller.

Limitation of Liability:

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY BODILY INJURY OR PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS, OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES INCURRED BY BUYER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS OR PROFITS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE GOODS SOLD BY SELLER. SELLER'S TOTAL LIABILITY, IF ANY, ARISING OUT OF OR IN CONNECTION WITH ANY GOODS OR SERVICES SOLD UNDER THIS AGREEMENT, FOR CLAIM(S) OF ANY NATURE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES RELATED TO THE CLAIM. THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Taxes: Prices do not include any present or future federal, state, or local taxes unless specifically stated. It is the responsibility of Buyer to assume all taxes. When applicable, taxes may be added to the purchase price and be paid by Buyer unless Buyer furnishes a tax-exemption certificate in a form agreeable to the respective authority.

Export Restrictions: Buyer agrees to comply with all applicable United States export control laws and regulations concerning the export and re-export of Seller's goods, technology and documentation, including without limitation, the laws and regulations administered by the US Department of Commerce, US Treasury Department and the US Department of State.

Export and Import Licenses and Permits: Buyer shall be responsible for obtaining and paying for any permits, licenses, or other governmental authorization(s) necessary for the importation of any goods into the designated country of importation, and it shall comply with all laws and regulations thereof.

Foreign Corrupt Practices Act ("FCPA"): Buyer represents and warrants that it has not and covenants that it will not pay anything of value to any government official in connection with the resale of any goods and will comply with all applicable laws, including but not limited to the FCPA.

Severability: If any provision hereof is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision hereof is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Non-Waiver: The waiver by Seller of any breach of any provision contained herein shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained herein.

Governing Law and Venue: These Terms, and any order subject thereto, shall be deemed to have been entered into in the Commonwealth of Kentucky, and all matters arising out of or relating to it shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Kentucky without giving effect to principles of conflicts of laws. The *United Nations Convention on Contracts for the International Sale of Goods* (the "Convention") and any other legislation applying the terms of the Convention within a particular jurisdiction are hereby expressly disclaimed with respect to this agreement between Buyer and Seller. Any action with respect to the order or the Goods sold must be brought in a state or federal court situated in Louisville, Jefferson County, Kentucky, and the parties waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Force Majeure: Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, the following **force majeure** events: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

Entire Agreement: These Terms shall constitute the complete agreement between Buyer and Seller, and no change in or modification of the same shall be binding upon Seller unless the change or modification shall be in writing, consented to and approved by a duly authorized representative of Seller.