



233 Veterans Blvd
South Haven, MI 49090
269-637-1997
www.Riveer.com

GENERAL TERMS AND CONDITIONS OF SALE

1. **EXCLUSIVITY OF TERMS:** These terms and conditions, together with any terms and conditions contained on the front side hereof and the sales order acknowledgment, constitute the entire agreement (together, the "Agreement") of Petter Investments, Inc. dba Riveer Environmental ("Seller") and the Buyer named on the sales order acknowledgment ("Buyer") and supersede all previous correspondence between Buyer and Seller, both written and oral, including any purchase order that may have been submitted by the Buyer. No other promise, agreement or statement made by either party, or by any employee, agent, officer or representative of either party, that is not in writing and signed by both Buyer and Seller shall be binding.
2. **PURCHASE PRICE:** The purchase price set forth on the sales order acknowledgment ("Purchase Price") is exclusive of any and all sales, use or other taxes. Taxes will be added to the Purchase Price at the time of invoicing unless the Buyer provides a valid exemption certificate.
3. **ESCALATION:** Seller has calculated the Purchase Price based, in part, on the price of the materials used by Seller to manufacture the equipment, at the time the Purchase Price is quoted. However, the market for certain materials used by Seller in the manufacturing process is volatile and sudden price increases are known to occur from time to time. Buyer acknowledges and agrees that if the price of any manufacturing material(s) utilized by Seller materially increases between the date of the sales order acknowledgment and the date that Seller commences manufacture of the equipment on the production floor, Seller may submit to Buyer a request for an equitable adjustment of the Purchase Price. Upon submission of a request for an equitable adjustment pursuant to this paragraph 3, Buyer shall either (i) execute a mutually agreed upon change order setting forth the increase in the Purchase Price, or (ii) cancel the applicable equipment order. Upon request, Seller shall provide documentation substantiating any such price increase.
4. **TERMS OF PAYMENT:** Unless otherwise specified by Seller:
 - a. **United States Orders:** 50% Down with Purchase Order Acceptance and 50% prior to shipment (**due 7 days prior to scheduled shipping date**), balance billed at time of installation due Net 30, subject to Seller's approval of Buyer's credit.
 - b. **All other Orders:** Prepaid before shipment.
 - c. **Prepaid/Add Freight:** All prepaid/add freight will be Net 30 upon shipment for each delivery

If any payment is not made when due, Seller may impose interest on the unpaid balance of the purchase price at the rate of 18% per annum, unless such rate is prohibited by law, in which case such rate shall be the highest rate allowed by law. Additionally, Buyer shall pay all costs of collection incurred by Seller including reasonable attorneys' fees. If Buyer fails to pay any sum when due under this Agreement, Seller may declare all payments owing under this Agreement and any other agreement with Buyer to be immediately due and



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payable and may refuse to perform any obligations then remaining unperformed under this Agreement or any agreement with Buyer.

5. **DELIVERY:** Any term of delivery specified on the front side is tied to the date Seller receives Buyer's signed copy of this Agreement, and is only an estimate. Seller does not guarantee delivery within such term, but will make a good faith effort to do so. Seller may make partial shipments, and submit a separate invoice for each shipment. All shipments will be F.O.B. Seller's plant freight prepaid, unless otherwise specified in the sales order acknowledgment. Unless otherwise specified in the sales order acknowledgment, delivery for shipment to Buyer of equipment or materials to a carrier at Seller's plant in shall constitute delivery thereof by seller to Buyer. All equipment is shipped at Buyer's risk, and Seller shall incur no liability for equipment damaged, broken or lost in transit. Seller shall not be liable for any failure to manufacture or deliver, or for any delay in the manufacture or delivery of, any equipment sold or to be sold by it hereunder if such failure or delay is caused by delay or inability to obtain transportation, the shortage or unavailability of material(s), shortage of fuel, failure of sources of supplies, strike, lockout, labor disputes, fire, flood, accident, invasion, riot, war, revolution, embargo, restraint or demand of the United States or of any other government, nonfulfillment by Buyer of conditions of payment, or any other cause beyond the control of Seller. If at any time Seller shall be prevented by reason of any of the aforesaid causes from supplying all or any part of the equipment which it shall be obligated at such time to supply to Buyer hereunder and to its other customers under contract, Seller shall have the right to prorate the quantity then deliverable to Buyer hereunder and the quantities then deliverable to its other customers under such contracts with them.
6. **ACCEPTANCE:** Buyer shall be deemed to have accepted all equipment within 15 days following receipt unless it has previously given Seller written notice of damage or shortages. Buyer's failure to give written notice to Seller of any damaged equipment within 15 days after delivery waives such claims. All claims for damage in transit shall be submitted directly to the carrier.
7. **SECURITY INTEREST:** Seller reserves a security interest in all equipment to be sold by it hereunder, and all such equipment shall remain personal property until the purchase price and all other costs and expenses arising hereunder and incurred by Seller are paid by Buyer to Seller in full. So long as Seller has a security interest on any equipment, Buyer will not encumber, or permit to exist any other liens or encumbrances, on the equipment and will keep the equipment insured in the full amount if its replacement value under an all-risk form of casualty insurance policy. Upon Seller's request, Buyer will furnish evidence of such insurance to Seller and will execute and deliver such financing statements as Seller may request to perfect the security interest reserved by Seller.
8. **INSTALLATION:** Buyer hereby assumes all responsibility for permitting and compliance with federal, state and local health & safety laws and regulations unless otherwise specified on the sales contract or this Agreement. Buyer hereby indemnifies, holds harmless and agrees to defend Seller for any and all claims, damages, liabilities and expenses resulting from negligent



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installation of the equipment or installation that does not comply with such laws and regulations.

9. **LIMITED WARRANTY:** For a period of one (1) year, Seller warrants its manufactured equipment (the "Equipment") against defects in materials and workmanship if properly installed in accordance with Seller's Installation Manual and operated, maintained, and used under normal conditions. These Warranties begin ninety (90) days from shipment of the Equipment from Seller's manufacturing facility or notice to the Buyer the equipment is ready to ship. These Warranties apply only to Equipment that remains in its original place of installation and is still owned by the individual or entity that originally purchased the Equipment from Seller or one of its authorized distributors ("Owner").

The obligation of Seller, and the Owner and/or Buyer's SOLE AND EXCLUSIVE REMEDY under these Warranties, shall be limited to one of the following, at Seller's sole option: (1) the repair or replacement of any defective parts or components manufactured by Seller (collectively the "Parts"); provided, however, Seller shall not be responsible for the payment of labor or other costs associated with any such repair or replacement, or (2) a refund in an amount equal to the replacement cost of the Parts.

These Warranties shall not apply to conditions resulting from (i) ordinary wear and tear of the Equipment; (ii) failure to install the Equipment in compliance with all local, provincial, territorial, or federal requirements or laws; or (iii) if the Equipment has been modified from its originally-manufactured configuration. Seller makes no warranty of any kind with respect to components or materials manufactured or supplied by others (an "OEM"); provided, however, Seller shall reasonably assist the Buyer and/or Owner in making warranty claims to the responsible OEM.

10. **WARRANTY PERFORMANCE PROCEDURE:** To make a claim under the Limited Warranty, the Buyer and/or Owner must call or provide written notice of the claimed defect to Seller or the authorized distributor that sold the Equipment to the Owner. Seller's Technical Services Department can be reached by phone at (269) 637-1997 during normal business hours or by e-mail at customerservice@riveer.com. The written notice must be provided within three (3) business days of the discovery of the claimed defect, and must include the Buyer and/or Owner's name, mailing address, telephone number and/or e-mail address, the model and serial number of the Equipment at issue, proof of purchase and installation, and a clear description of the problem. The Owner must also immediately refrain from further use of the affected Equipment. Any continued use of the Equipment or attempted repair of the claimed defect performed without Seller's prior written consent will void this Warranty. Seller will not repair or provide any replacement part(s) until it has documented and investigated the claim and issued a Return Authorization Form to the Buyer and/or Owner. Seller will ship to the Buyer and/or Owner all repaired or replacement parts, freight prepaid, to the facility designated on the Return Authorization Form. All Parts returned for repair, replacement, or refund (a refund may be made in the form of an account credit), must be accompanied by the Return Authorization Form. Parts



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manufactured or supplied by an OEM are subject and governed by the terms of the warranties, if any, provided by such OEM's.

11. **DISCLAIMERS OF WARRANTIES:** THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, OR ANY OTHER OBLIGATION ON THE PART OF THE SELLER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY MODELS, DRAWINGS, PLANS, SPECIFICATIONS, AFFIRMATION OF FACT, PROMISES, OR OTHER COMMUNICATIONS BY THE SELLER WITH REFERENCE TO THE EQUIPMENT OR THE PERFORMANCE OF THE EQUIPMENT ARE SOLELY FOR THE CONVENIENCE OF THE BUYER AND/OR OWNER AND SHALL NOT IN ANY WAY MODIFY THE EXPRESS WARRANTIES AND DISCLAIMERS SET FORTH HEREIN. THE BUYER AND/OR OWNER ACKNOWLEDGES IT IS PURCHASING THE EQUIPMENT SOLELY ON THE BASIS OF THE COMMITMENTS EXPRESSLY SET FORTH HEREIN. NO AGENTS OR OTHER PARTIES ARE AUTHORIZED TO MAKE ANY WARRANTIES ON BEHALF OF SELLER OR TO ASSUME FOR SELLER ANY OTHER LIABILITY OR OBLIGATION IN CONNECTION WITH THE EQUIPMENT.
12. **CONSEQUENTIAL DAMAGES:** In no event shall Seller be liable to Buyer, Owner or any other party for any indirect, incidental or consequential damages arising from the use of the Equipment, the breach of any warranties, the failure to deliver, delay in delivery, nonconforming condition, or for any other breach of duty or obligation between the Seller and the Buyer and/or Owner.
13. **LIMITATION OF ACTIONS:** Any action against Seller alleging a breach of these General Terms and Conditions must be commenced within one (1) year after the cause of action accrues. In no event shall the Seller's total liability for breach of these General Terms and Conditions exceed the actual purchase price paid by the Buyer and/or Owner for the Equipment.
14. **CANCELLATION:** This Agreement cannot be cancelled by Buyer without Seller's prior written consent. If Seller agrees to a cancellation of Seller's work, Buyer shall pay Seller all costs incurred by Seller up to the date of such cancellation, plus Seller's overhead and reasonable profit.
15. **SUSPENSION OR DELAY:** If Buyer causes delays due to interruption of the progress of work, failure to obtain necessary permits or provide necessary drawings, information, required labor, material, facilities, or apparatus, or does not adequately prepare the job site, a day to day extension of the due date will be applied, and the Buyer will, upon the Sellers demand, reimburse the Seller for all reasonable costs and expenses caused thereby. Reasonable costs and expenses shall include, but not limited to, any additional cost for travel and lodging, equipment storage fees, any necessary overtime work on Saturdays, Sundays, and holidays or hours in excess of eight (8) per day, which labor costs will be charged at Seller's standard and overtime rates in effect from time to time.
16. **CHANGES AND BACKCHARGES:** Seller shall not be obligated to make any changes in or additions to the scope of the work unless Seller agrees to do so in writing and an equitable



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adjustment is made to price and delivery terms. Buyer must request changes to orders that have previously been accepted and approved by Seller by completing and submitting an Equipment Change Order (“ECO”) Form. The cost impacts quoted by Seller on the ECO Form will be valid for 10 business days, after which time the proposal shall be deemed withdrawn. Buyer’s failure to approve the changes within such time may result in additional costs and/or timing impacts. Seller will not approve or accept returns or back charges for labor, materials, or other costs incurred in modification, adjustment, service or repair of equipment unless previously approved by Seller in writing.

17. **CHANGES IN DESIGN BY SELLER:** Seller reserves the right to modify the design and construction of equipment in order to incorporate improvements or to substitute material equal or superior to that originally specified.
18. **MISCELLANEOUS:** Unless express definition herein or the context hereof otherwise requires, all terms used herein which are defined or given meaning in the Uniform Commercial Code, and adopted in the state of Michigan, shall have the same definition and meaning for purposes of these terms and conditions., This Agreement is to be governed by and construed under the laws of the state of Michigan, without regard to its conflicts of law provisions. Venue for any disputes arising out of or in connection with this Agreement shall be in the state or federal courts located in the state of Michigan.
19. **Severability:** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force and effect so long as the essential terms and conditions of this Agreement reflect the original intent of the parties and remain valid, legal and enforceable.



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ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

***** MUST BE RETURNED BEFORE CREDIT WILL BE EXTENDED OR ANY ORDER WILL BE PERFORMED *****

The undersigned acknowledges the General Terms and Conditions of Sale as stated above and agrees to remit payment in accordance therewith. The undersigned further agrees to pay a service charge of 1.5% per month, which is an effective annual percentage rate of 18%, for invoices not paid within the sales order terms. In the event of non-payment, the undersigned agrees to pay all legal and recovery costs incurred. I understand that these terms and conditions will apply to all subsequent orders of Riveer equipment and services placed after the execution of this Acknowledgment.

Printed Name

Title

Signature

Date