

Terms & Conditions and Warranty

This agreement, consisting of these abbreviated Terms and Conditions and the associated Order Acknowledgement is binding upon St.Onge Environmental Engineering (S.E.E), PLLC, hereinafter “SELLER”, and the customer hereinafter “BUYER”. The Standard Terms and Condition, which may supercede this document, can be found at the S.E.E. web site.

LEGAL EFFECT: Except as expressly otherwise agreed to in writing by an authorized representative of Seller, the following terms and conditions shall apply to and form a part of any order. Additional or different terms of Buyer's purchase order or other form of acceptance or any other form of Buyer are rejected in advance and shall not become a part of any Orders.

Seller may suspend its performance of Orders if Buyer defaults in the performance of its duties under the Orders or under any other agreement between the Buyer and Seller.

No employee, agent, dealer, or distributor of Seller has any authority to change or enlarge the terms of any Quotation or Order. No change shall be valid unless it is in writing and signed by an authorized officer of Seller.

ACCEPTANCE: The sale of goods and services is expressly conditional on Buyer's acceptance of Seller's terms and conditions as stated herein and on the Standard Terms and Conditions. Provided that Seller's terms and conditions have not been previously accepted by Buyer, Buyer's receipt of goods or services shipped under this Agreement constitutes Acceptance of these terms and conditions.

CHANGES: Buyer's changes made after formation of this Agreement that affect the schedule or requirements for services or otherwise affect the scope of this Agreement shall be submitted in writing by Buyer and shall become binding only if approved in writing by Seller's cognizant representative. All charges and delays resulting from such changes shall be solely determined by Seller and shall be binding upon Buyer.

TERMINATION AND SUSPENSION: Provided that Seller receives adequate written notice from Buyer, Buyer may terminate or suspend performance at Buyer's convenience subject to all reasonable charges, which charges shall be solely determined by Seller. Buyer cannot cancel or alter Orders without the Sellers written consent. If Seller grants such consent. Buyer will reimburse Seller for all of Seller's losses and expenses caused by such cancellation or alteration, including without limitation all of Sellers additional costs caused by changes in design or specifications, or by product revisions, and all consequential damages incurred by Seller as a result of such cancellation or alteration.

CREDIT: The amount of credit offered by Seller to Buyer is contingent upon Seller's opinion of Buyer's capacity, ability, and willingness to promptly pay for goods and services received under the terms of this Agreement. Provided that, in Seller's opinion, there is a material adverse change in Buyer's financial condition and/or Buyer has not, within the agreed time, fully paid for goods and services previously supplied under this and/or another Agreements) with Seller, Seller reserves the right to revoke Buyer's credit and/or suspend performance on this and/or other orders for goods and services.

PAYMENTS: Standard terms for customers is 50% down payment to initiate order and 50% upon completion of the equipment and before shipment. All deposits are non-refundable. Customers who qualify for credit terms are 1/2% 15 days, net 30. A monthly service charge of 1.5% will be charged on amounts owed by Buyer to Seller that have not been paid within by the due date, subject to the maximum amount permitted by law.

TITLE AND LIEN RIGHTS: The equipment will remain personal property, regardless of how it is installed or affixed to any realty or structure. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law. Buyer agrees to cooperate fully with Seller in the filing of any financing statements, including Uniform Commercial Code (UCC) filings or other documents necessary to perfect such interests and liens. If Buyer defaults in its obligations under the Orders before the price (including any notes given therefore) of the equipment has been fully paid in cash, Seller may take any and all actions permitted by law to protect its interests including, where permissible, repossession of such equipment.

SHIPMENTS: All sales are Ex-Works Factory. Shipping contracts made by Seller shall be to Buyer's account. All claims for loss or damage after risk of loss has passed to Buyer shall be filed by Buyer with the carrier. Buyer shall be liable to Seller for the full price of the goods, irrespective of loss or damage in transit. Seller shall not be required to provide freight cost receipts to Buyer at the time of invoice.

LIMITED WARRANTY: Seller warrants, to its original Buyer, that goods manufactured by Seller are free from defects in material and workmanship for 24 months from date of shipment (except for specified products with warranties that supercede this limited warranty. Please consult factory for these products). If a failure to conform to specifications or a defect in materials or workmanship is discovered within this period. Seller must promptly be notified in writing within thirty (30) days, which notification, in any event must be received no later than 25 months from the date of shipment. Within a reasonable time after such notification. Seller will correct any failure to conform to specifications or any defect in materials or workmanship, or in lieu of such repair, and at its sole option, shall replace the equipment. **THE ABOVE ARE THE BUYER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.**

Seller does not warrant: (a) defects caused by failure to provide a suitable installation environment for the product, (b) damage caused by use of the product for purposes other than those for which it was purchased, (c) damage caused by disasters such as fire, flood, wind, and lightning, (d) damage caused by unauthorized attachments or modification, (e) any other abuse or misuse by the Buyer, including improper installation.

THE FOREGOING LIMITED WARRANTIES AND REMEDIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REMEDIES. IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, INJURY TO PROPERTY AND, UNLESS PRECLUDED UNDER APPLICABLE STATE LAW, BODILY AND PERSONAL INJURY.