

## TERMS AND CONDITIONS OF SALE

**1. Agreement.** These Terms and Conditions of Sale, together with any other document(s) that Stilmas Americas Inc. ("Stilmas") has attached hereto or executed that specifically reference these Terms and Conditions of Sale (such as a Purchase Order Confirmation, Quotation, Proposal, Standing Order, Credit Application, Letter of Authorization or other document evidencing a sale) (collectively, "Agreement") constitute the entire binding agreement between Stilmas and you ("Buyer") regarding the purchase, use, and/or resale of products, services, and support from Stilmas (collectively, "Products") and supersede all other agreements and understandings, whether written or oral, between the parties. This Agreement will apply whether Buyer is an end-user or a distributor of the Products, although certain terms and conditions herein will be applicable only to certain Buyers by its context. Notwithstanding anything to the contrary, whether executing a Purchase Order, Quotation, Proposal, Standing Order, Letter of Authorization or other document evidencing a sale or by accepting delivery of the Products, Buyer agrees to be bound by and accept the terms and conditions contained in this Agreement. No additions, conditions, amendments, alterations, or modifications by Buyer or any other person, whether oral or contained in any other documents submitted from Buyer to Stilmas will be binding on Stilmas, regardless of Stilmas's failure to object or Stilmas's shipment of Products, unless otherwise agreed to in writing and signed by Stilmas. THIS AGREEMENT WILL APPLY UNLESS BUYER HAS A SEPARATE WRITTEN AGREEMENT WITH STILMAS THAT EXPRESSLY REPLACES THIS AGREEMENT.

**2. Price.** Prices are based on standard domestic packaging and do not include the cost for special packaging or other requirements, which will be at Buyer's expense. Firm system pricing is dependent upon receipt and analysis of feed water sample. Should the analysis dictate a change in the system, a revised quotation will be provided. All prices are subject to change without notice. All prices exclude applicable United States and Canadian federal, provincial, state, and local taxes as well as any applicable foreign taxes, which will be the responsibility of Buyer and unless Buyer is exempt therefrom and Stilmas has received proper documentation therefor, such taxes will be added to the price of the Product or billed separately to Buyer where Stilmas has the legal obligation to collect the taxes. Buyer must provide Stilmas with a resale/exemption certificate in order to avoid the withholding of applicable taxes. No refund or adjustment to previously withheld taxes will be made by Stilmas more than sixty (60) days after the invoice date. Proof of certification should be mailed to: Stilmas Purification, Attention: Credit and Collection Department.

**3. Payment Terms.** Payment may be made by credit card (at the time of order), COD, or on open account (subject to credit approval). Provided that Buyer meets Stilmas's credit requirements, payment will be due net thirty (30) days after the date of Stilmas's invoice, unless otherwise agreed in writing. All payments must be made in U.S. Dollars or the invoiced currency. Stilmas reserves the right to charge at any time a monthly service charge of one percent (1%) or the highest rate allowed by law, whichever is lower, on accounts that are not paid when due, effective as of the first day after the due date. If Buyer fails to fulfill the terms of payment or does not meet Stilmas's continuing credit requirements, Stilmas will have the option to do one or more of the following: (i) decline to accept orders or fulfill pending orders; (ii) require all pending and future orders to be on a prepaid basis; (iii) delay any shipment until payment is received by Stilmas or further assurances asked for by Stilmas are received; (iv) declare all outstanding sums immediately due and payable; or (v) require payment for all Products delivered hereunder to be made by irrevocable letter of credit in a form approved by Stilmas. Nothing contained herein will release Buyer from any previous obligation. Buyer will be liable to Stilmas for all costs incurred by Stilmas in its collection of any amounts owing by Buyer which are not paid when due, including collection agencies' and attorneys' fees and expenses, regardless of whether a lawsuit is commenced. All orders are subject to current credit approval. From time to time, Stilmas may review Buyer's creditworthiness. Buyer agrees to provide Stilmas with all credit information reasonably requested, and Buyer represents and warrants to Stilmas now, and each time Buyer places an order, that all information Buyer has provided is true and correct. Certain orders will be subject to progress payments, which will include an initial deposit followed by payments based on milestones specified in advance by Stilmas.

**4. Security for Payment of Purchase Price.** To secure payment of amounts payable by Buyer to Stilmas with respect to the Products, Buyer hereby grants to Stilmas a continuing purchase money security interest and lien on the Products, whenever sold, consigned, or delivered and wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products (including installation thereof) is paid in full, including payment of any late charges and costs of collection. Buyer grants Stilmas a limited power of attorney, coupled with an interest, to execute financing statements and other documents or to take any other action in the name of Buyer necessary to perfect the security interest granted herein. Upon Stilmas's request, Buyer will execute such other or additional documents as may be necessary for the enforcement or protection of Stilmas's security interest granted herein.

**5. Force Majeure.** Neither party assume liability or will be liable to the other party for any failure or any delay in fulfilling its obligations hereunder caused, in whole or in part, directly or indirectly, by fires, natural disasters, strikes, shortages of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of such party. Stilmas may at its option suspend deliveries while such event or circumstance continues, apportion available inventory between its customers as it determines, or terminate this Agreement with immediate effect by written notice to Buyer.

**6. Delivery Terms; Title.** Unless otherwise agreed by Stilmas in writing, all shipments to points in the U.S. and Canada will be delivered by Stilmas FOB Stilmas's facility and all shipments to points outside the U.S. and Canada will be delivered by Stilmas FCA Stilmas's facility (as such term is defined in [Incoterms 2010](#)); provided, however, that unless Buyer advises Stilmas that it will arrange and take responsibility for shipment of Products from Stilmas's facility, Stilmas will arrange for its freight forwarder and/or carrier(s) to transport the Products to Buyer's specified location. Title to and risk of loss or damage for all Products will pass to Buyer upon Stilmas's delivery of the Products to the carrier. In all cases of damage and/or loss to Products in transit, Buyer will be responsible for making claim(s) against the carrier; provided, however, that Stilmas will provide reasonable assistance with damage and/or loss claims. Loss or damage will not relieve Buyer of any obligations for payment or obligations in this Agreement. Delivery dates provided by Stilmas are estimates only. Shipping, freight, handling, and insurance charges are the sole responsibility of Buyer and will be "pre-paid and add" or otherwise invoiced to Buyer.

**7. Inspection/Acceptance; Installation.** Buyer must inspect delivered Products and report claims for defects, damages, or shortages which are discoverable on a visual inspection in writing within ten (10) days of delivery or the Products will be deemed irrevocably accepted and such claims will be deemed waived. However, shipping damage claims must be made by Buyer directly with the shipping company in accordance with such company's policies, which generally require such claims to be made prior to the time the carrier of the Products leaves the delivery destination. Buyer will advise Stilmas of such claims. Buyer will be solely responsible for installation and servicing of the Products (except to the extent Buyer purchases such services from Stilmas). In the event Buyer engages Stilmas to provide installation services, Buyer is responsible for all reasonable expenses incurred related to such installation.

**8. Changes.** After acceptance by Stilmas, Buyer's order will not be subject to cancellation or reduction in any amount without Stilmas's written consent. Any other changes to an order requested by Buyer will require the prior written approval of Stilmas, which approval may be subject to price adjustments as determined on a case-by-case basis.

**9. Technical Information.** Information on corrosion, pressures, and temperatures may be used as a guide and as a basis for recommendations and should not be interpreted as a guarantee. Products should be tested by Buyer under actual service conditions.

**10. Limited Warranties; Limitation of Warranties.**

**Non-Stilmas Products.** Any Products not manufactured by Stilmas will carry the original manufacturer's warranty, copies of which are available on request. Unless otherwise advised, Stilmas will permit Buyer to submit warranty claims regarding such Products to Stilmas, which will then proceed against the original manufacturer on behalf of Buyer in accordance with such manufacturer's warranty policy. However, Stilmas takes no responsibility for enforcing such warranty. STILMAS MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT NOT MANUFACTURED BY STILMAS.

**Stilmas Products.** Stilmas warrants to Buyer that Products manufactured by Stilmas that are sold to Buyer will be free from defects in material and workmanship under normal use and service at the time of shipment from Stilmas. The warranty period for Products (other than parts) shipped by Stilmas without any installation by Stilmas is one (1) year. The warranty period for Products (other than parts) installed at a customer site by Stilmas is the lesser of one (1) year from the date of installation or fifteen (15) months from the date of shipment. The warranty period for parts is ninety (90) days from the date of shipment or, if installed by Stilmas, the lesser of ninety (90) days from the date of installation or one hundred eighty (180) days from the date of shipment. Service is warranted for ninety (90) days from performance of service. Notwithstanding the foregoing, Stilmas will have no warranty obligation whatsoever with respect to any damage to a Product caused by or associated with: (i) external causes, including, without limitation, accident, vandalism, natural disaster, acts-of-God, power failure, or electric power surges; (ii) abuse, misuse, or neglect of the Product or use of the Product in conjunction with any unauthorized third party consumables or accessories; (iii) usage not in accordance with Product instructions; (iv) failure to perform required preventive maintenance; or (v) servicing or repair not authorized by Stilmas. The limited warranty furnished hereunder does not extend to damage to items purchased hereunder (i) resulting in whole or in part from the use of components, accessories, parts or supplies not furnished by Stilmas, or (ii) caused by improper use or installation, or improper thermal or electrical capacity. In addition, the limited warranty is conditioned upon proper storage, installation, use and maintenance of the Product in accordance with applicable written recommendations of Stilmas.

Notice of a defective Product must be given to Stilmas in writing within ten (10) days following the discovery of such defect. Stilmas's SOLE LIABILITY under the warranty will be, at Stilmas's option, to either replace or repair the defective Product(s) or refund or credit the purchase price to Buyer. The return of defective Products is subject to the terms and conditions of Section 12 below.

STILMAS'S LIMITED WARRANTY HEREUNDER IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCTS PROVIDED BY STILMAS AND STILMAS DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR

CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND STILMAS DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET BUYER'S REQUIREMENTS. Any oral or written statement concerning the Products inconsistent with the limited warranty set forth above will be of no force or effect.

Buyer will be responsible for reimbursement of Stilmas's reasonable travel and other expenses incurred in providing on-site warranty and out of warranty services.

**11. Limitation of Actions.** Any actions or claims by Buyer regarding the sale of Products by Stilmas must be brought within twelve (12) months after the date of shipment of the Products by Stilmas. However, any billing disputes must be made within one (1) month of the applicable invoice date or will be deemed to be waived.

**12. Returns.** All returns are subject to prior approval of Stilmas, in its sole discretion, and require documentation of the return material authorization ("RMA") number requested by Buyer and provided by Stilmas. Products returned without an RMA number will be returned to Buyer at Buyer's expense and Buyer will bear all risk of loss or damage to the returned Products while in transit. All RMA requests must include one of the following: the original Buyer purchase order number, the Stilmas sales order number, or the Stilmas invoice number. Issuance of an RMA number by Stilmas does not guarantee that a return will be accepted. In the case of an alleged damaged or defective Product, Stilmas will only accept returns if (i) the alleged damage or defect is established to the satisfaction of Stilmas; (ii) such Product is still covered by the warranty provided for in Section 10; and (iii) Buyer has notified Stilmas in writing within (a) ten (10) days of delivery in the case of a defect or damage that is discoverable on a visual inspection or (b) ten (10) days of discovery of the defect. Return goods criteria are primarily based on the resale potential of the Product, as well as handling and repackaging costs. Standard fast-moving items carry a 25% restocking charge. Slower moving Products may carry a higher restocking charge at Stilmas's discretion. Non-stock items are normally not returnable. If the Product manufacturer agrees to take the Product return from Stilmas, the return will be subject to the terms and conditions of that manufacturer. All authorized returned goods must be shipped by Buyer freight and insurance prepaid to the location indicated in writing by Stilmas. Stilmas does not take possession of a Product until it is received in Stilmas's system.

All returned Products must be current inventory items in new condition (other than defective Products), in the boxes or other original packaging in which they were shipped and are subject to quality control inspection prior to acceptance. Any damage occurring in transit is between the carrier and Buyer. Stilmas will assist in the resolution of such claims if requested to do so by Buyer.

Stilmas will deduct the amount of all approved returns from the invoice or account of Buyer, less any freight, shipping, insurance or handling charges (except as otherwise provided herein). Stilmas reserves the right to refuse any Products returned to Stilmas without prior approval. Unauthorized returns will remain Buyer's responsibility and may be destroyed or returned to Buyer at Buyer's expense.

Any freight, shipping, insurance or handling charges associated with a return or cancellation resulting from an error or omission of Stilmas will be borne by Stilmas. However, returns that are authorized by Stilmas for product ordered-in-error or shipped-in-error will not be accepted unless returned within thirty (30) days of delivery.

**13. Trademarks; Copyrights.** Other than the limited use permitted for distributors set forth in Section 24 below, Buyer may not use the Stilmas name or any Stilmas trademark, service mark, logo, or copyrighted work for any purpose.

**14. Confidential Information.** Except for information that Buyer demonstrates was in Buyer's possession prior to receipt from Stilmas, Buyer agrees that all information of Stilmas, whether written or oral, that is furnished by Stilmas to Buyer concerning the business and affairs of Stilmas or is learned by Buyer during discussions or communications between Buyer and Stilmas, is proprietary to Stilmas, and Buyer will hold such information in confidence and will not use or disclose such information without Stilmas's prior written consent, except for the fulfillment of this Agreement.

**15. Limitation of Liabilities and Remedies.**

UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, AND RELIANCE DAMAGES. BUYER AGREES THAT UNDER NO CIRCUMSTANCES WILL STILMAS'S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO BUYER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR PRODUCTS INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

**16. Indemnity.** To the fullest extent permitted by law, Buyer will indemnify, defend, and hold harmless Stilmas, including Stilmas's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and assigns, from and against any

claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) (collectively, "Liabilities") that relates to: (i) Buyer's modification of or addition to any Product(s); (ii) Buyer's breach of this Agreement; (iii) Buyer's negligence or willful misconduct; or (iv) damage to a third party by any Products distributed or resold by Buyer to the extent such claim is based on (a) Buyer's modification of or addition to the Products, misuse or abuse of the Products, or breach of any provision in this Agreement; (b) Buyer's failure to abide by all applicable laws, rules, regulations, and orders that affect the Products; (c) Buyer's negligence or willful misconduct; or (d) intentional harm to any person or property caused by Buyer. To the fullest extent permitted by law, Stilmas will indemnify, defend, and hold harmless Buyer, including Buyer's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and permitted assigns, from and against any Liabilities arising out of a third party claim (i) for bodily injury to or property damage to the extent caused by a defect in a Product manufactured by Stilmas; (ii) to the extent caused by Stilmas's breach of this Agreement; or (iii) to the extent caused by Stilmas's negligence or willful misconduct. Stilmas is not required to indemnify Buyer to the extent that any claim arises out of Buyer's negligence or willful misconduct or use of a Product by any person or entity other than in accordance with Stilmas's-approved Product labeling, including, without limitation, any restrictions on re-use of Products.

**17. Independent Contractors.** No provision of this Agreement will be deemed to create a partnership, joint venture, or other combination between Stilmas and Buyer. Buyer and Stilmas are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, agent, or employee of the other party. Each party is responsible for the direction and compensation, and is liable for the actions of, its employees and subcontractors.

**18. Export.** Buyer acknowledges that the Products sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, are subject to United States or Canadian customs and export control laws and regulations and may also be subject to the customs and export laws and regulations of the country in which the Products are received. Buyer acknowledges and agrees that it is Buyer's sole responsibility to comply with and abide by those laws and regulations as applicable. Further, Buyer acknowledges and agrees that under applicable law, the Products shipped pursuant to this Agreement may not be sold, leased, or otherwise transferred to restricted countries, persons or entities, including, without limitation, those listed on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including, without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, or chemical or biological weapons.

**19. Language.** The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only (or in the French language in the province of Quebec).

**20. Governing Law/Venue.** This Agreement, any sales hereunder, and any claim, dispute, or controversy between Buyer and Stilmas arising from or relating to this Agreement, its interpretation, or the breach, termination, or validity thereof, will be governed by and construed in accordance with the laws of the Province of Ontario, without regard to conflicts-of-law rules. Any and all disputes arising under this Agreement will be dealt with under the exclusive jurisdiction and exclusive venue of the provincial courts located in the City of Toronto, Ontario, to the exclusion of all other courts. Each party expressly agrees to submit to the jurisdiction of such courts.

**21. Modification and Waiver.** Except as otherwise provided in Section 1 of this Agreement, no purported amendment or modification of any provision hereof will be binding unless set forth in writing and signed by an officer of each party. No waiver of any provision hereof will be effective unless in writing and signed by an officer of the waiving party. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. The failure of either party to enforce any provision of this Agreement at any time will not be construed to be a waiver of such provision nor of the right of such party thereafter to enforce such provision.

**22. Validity.** If any provision of this Agreement is held to be invalid or unenforceable in any respect, the remaining terms and conditions of this Agreement will remain in full force and effect as if such invalid or unenforceable provision had not been included herein.

**23. Storage and On Hold Orders Policy.** If Buyer requests that Stilmas delay or defer the shipment of equipment (or otherwise causes a delay of shipment) for more than fifteen (15) days beyond the scheduled ship date, then Stilmas may store such equipment at Stilmas's premises or in a contracted warehouse or yard. If a request to delay shipment is made after the equipment has left Stilmas's premises, then Stilmas may arrange for such equipment to be stored with the shipper or in a contracted warehouse. In either case, such storage will be at Buyer's risk and expense. When equipment is placed in storage, it will be deemed to have been shipped for invoicing and warranty purposes and Buyer is considered to have accepted the equipment. Buyer will be subject to additional handling, transportation and storage charges, payable upon invoice by Stilmas. Buyer may not

obtain any delay or deferment of delivery unless Stilmas agrees thereto in writing. In no event will Stilmas agree to any such delay or deferment unless Buyer establishes good and sufficient cause thereof to Stilmas's satisfaction, and Buyer agrees in writing to terms acceptable to Stilmas. In no event may any period of delay or deferment requested by Buyer exceed sixty (60) days.

The following provisions (Sections 24-29) are only applicable to Buyers who are distributors of Stilmas:

**24. Trademarks; Copyrights.** Buyer may use the "Stilmas" name and Stilmas's product names solely for the purpose of accurately identifying the Stilmas-branded Products that Buyer markets or sells. Buyer agrees that any such use will be in accordance with all guidelines provided by Stilmas and Buyer agrees to change or correct, at its own expense, any label, material, or activity that Stilmas decides is inaccurate, objectionable, or misleading, or constitutes, in Stilmas's sole discretion, a misuse of Stilmas's name, trademarks, service marks, logos, or copyrighted works. Buyer may not use the Stilmas name or Stilmas's product names for any other purpose. Buyer may not register or use any domain name or business name containing, or confusingly similar to, any name or mark of Stilmas's. All brochures, advertising and marketing materials and other documents related to Products that are prepared or used by Buyer (other than those supplied by Stilmas) must be approved in writing by Stilmas prior to use.

**25. Traceability.** Buyer will create and maintain accurate records of all activities and events related to the Products to the extent necessary to ensure product traceability. The records will be constructed in such a manner that all significant activities or events will be traceable for a period of not less than two (2) years past the expiration date or two (2) years after the device has been taken out of service, whichever occurs first. Such records must be clear, readily available, and include the following: (i) each order received and accepted; (ii) the serial or lot number of the Product(s) and the address where Product(s) are delivered; (iii) the method of identifying the invoice issued to a customer; and (iv) each customer credit issued and the reason therefor.

**26. Customer Complaints.** Buyer will cooperate fully with Stilmas in dealing with customer complaints concerning the Products and will take such action to resolve such complaints as deemed necessary or appropriate by Buyer or as may be otherwise reasonably requested by Stilmas. Buyer agrees to report to Stilmas any complaint regarding a Product of which Buyer becomes aware within five (5) working days of receiving the complaint or two (2) calendar days if a death or serious injury is involved. Buyer agrees to assist Stilmas to facilitate the resolution of complaints. For purposes of this Agreement, a complaint can be the occurrence of any of the following: (i) receipt of any Product(s) quality claims, medical claims or complaints or other written claims or complaints; or (ii) receipt of any written communication from any applicable regulatory agency pertaining to a Product.

**27. Digital Files.** Buyer agrees that no digital literature files (whether low, medium, or high resolution) provided by Stilmas to Buyer or any of Buyer's employees, representatives, contractors, or agents may be directly or indirectly modified or altered in any way, whether for promotion, marketing, sales, or other purposes, without first obtaining the express written approval of Stilmas. Any modification or alteration made by Buyer without obtaining such approval will be deemed a breach of this Agreement.

**28. Assignment.** Buyer will not assign, delegate, or permit any other transfer of this Agreement (by stock sale, merger, or otherwise) without Stilmas's prior written consent. Buyer will not, without the prior written consent of Stilmas, appoint any subdistributors in connection with the performance of this Agreement.

**29. Sales Representatives and Permitted Subdistributors.** Buyer agrees that all of its sales representatives and permitted subdistributors will be subject to the terms and conditions of this Agreement.

## SUPPLEMENTAL TERMS FOR SERVICE AND INSTALLATION

The following terms are applicable for Buyers who purchase installation or other services from Stilmas:

1. **Interruption/Delay; In-service/Training:** Unless specified differently upon acceptance of a quotation, it is assumed that the full installation will proceed during a single visit by Stilmas personnel. If Buyer's work site is not ready for installation at the designated time upon arrival of Stilmas's installer(s), a job site readiness charge will be assessed against Buyer. If the installer(s) have to leave Buyer's work site due to the site not being ready or the installation is interrupted (beyond the control of Stilmas) and results in subsequent visits to Buyer's work site for job completion, an additional charge of [CDN/US] \$3,000 will be assessed against Buyer. If Stilmas's installer(s) are not permitted to start-up and test the system immediately upon installation and, in lieu thereof, Buyer or its designee starts-up and tests the system, then Stilmas will have no responsibility for any issues that would have been resolved if Stilmas had been permitted to start-up and test the system upon installation. A purchase order will be required for a return trip should Buyer require Stilmas to return to perform the start-up and testing. At the conclusion of installation, Stilmas will perform an "in-service" or training at Buyer's site to explain the operation and function of the system. Unless other arrangements are made in advance, the in-service/training will be performed immediately following the completion of installation. Should Buyer not be prepared for the in-service at that time and request a return visit, an additional charge may be assessed against Buyer.
2. **Work Hours:** Quoted prices assume work performed during normal working hours. Any work performed by Stilmas outside normal working hours will be charged at standard overtime rates in effect at the time such installation or service is provided.
3. **Local Regulations:** If local building codes or regulations (e.g., electrical, plumbing, etc.) dictate a change in equipment or installation method (as per Buyer's quotation), an appropriate change in price will occur. Any such additional pricing will be Buyer's responsibility. If Stilmas is required for any reason to use local union personnel of any trade, hiring and payment for the required union personnel will be the sole responsibility of, and handled by, Buyer. It will not be Stilmas's responsibility to pay salary, benefits, or other compensation of any kind to the union.
4. **Layout Approval:** Prior to acceptance of a system installation proposal, a proposed room layout will be provided to Buyer, provided that Buyer has provided a scaled drawing of its water room to Stilmas. Upon agreement of such layout by both Stilmas and Buyer (and fulfillment of any other pre-contract requirements), the purchase order will be accepted. If Buyer's specified space is modified in any way without Stilmas's approval prior to installation of the system, an additional charge may be assessed against Buyer.
5. **Certain Exclusions:** Unless specifically identified in the body of the quotation, station boxes provided by Stilmas exclude installation and connection to the drain line or the water, bicarb, or concentrate distribution loops. These connections are the responsibility of Buyer. Quotations do not include seismic restraints. If seismic restraints are required, an additional charge will be assessed against Buyer.
6. **Miscellaneous:**
  - a. Buyer is responsible for the disposal of any refuse generated during the system installation.
  - b. Buyer agrees to provide site parking for Stilmas installation vehicles.