

## TERMS AND CONDITIONS

1. Definitions – Any reference of Seller means AVEM Water LLC. Any reference of Customer means the purchaser of products from the Seller. Any reference to Party refers to the Seller and Purchaser together. Any reference of Terms means Terms and Conditions.
2. Terms of Sale – All Sales to the Purchaser are subject to the Terms and Conditions of this document. This document supersedes any other terms contained in the purchasers purchase order or any other document. Changes to this document are non-binding and may void any or all agreements associated with this document. Any exceptions to this must be presented in writing and approved by the President and Vice President of the Seller. These terms apply to the seller and purchaser and all successors of each party.
3. Pricing – Pricing on AVEM Water LLC's quotations, websites, text messages, emails or any other form of communication are subject to change without notice. Unless otherwise noted, pricing is only good for 14 calendar days from communicated date of quotation. All prices are quoted as products being picked up at Seller's location of quotation. Any change in transferring ownership of products is the Seller's choice and will be communicated to the purchaser. Prices do not include any taxes, import or export taxes, shipping fees, shipping charges or any other charges or fees not related to the specific product, unless noted in writing on the quotation. All taxes upon sales of products will be added to the invoice and payment of these additions will be the responsibility of the purchaser.
4. Credit Terms – A request for credit and the submission of references with AVEM Water LLC does not guarantee that credit will be extended. The right to grant credit, adjust credit limits, and remove credit privileges is the sole discretion of AVEM Water LLC. Credit terms will be considered, approved and issued by the Accounts Receivable Department. If the purchaser fails to make payments according to said terms of this agreement, AVEM Water LLC may revoke any purchase order, sales contract, sales order or other selling document. Seller may also refuse shipment on future transactions, postpone shipments or cancel future shipments. Any changes in ownership, employment, sub- contracting or any change with signed purchasers of this document, Seller reserves the right to adjust or revoke credit terms.
5. Delivery of Product – AVEM Water LLC will make a reasonable effort to deliver product at a pre-determined time and location, agreed upon by both parties. Seller will use carrier of Seller's choice. Seller will make no guarantees of delivery time as forces outside Seller's control may affect delivery time. AVEM Water LLC is not responsible for delays caused by shipping, customs, or other shipping related entities. Purchaser acknowledges that these delays cannot delay payment due. Purchaser also acknowledges that AVEM Water LLC will not be held responsible for any back-charges due to such delays. Seller will not be liable for any costs involved in delivery time or back ordered items. Seller may backorder, with or without notice, product that is unavailable at the time of shipment.
6. Ownership of Product – Upon issued shipping document (Invoice, Bill of Lading, Delivery to Jobsite or any other transfer of ownership), Seller's liability ceases to exist with product being shipped to purchaser. Seller is not liable for any lost or damaged product while in possession of carrier, exporting company or any other party used to transport product from Seller to Purchaser. Purchaser is responsible for filing any claims for lost or damaged product with carrier.
7. Payment – Unless noted by credit terms issued by the Seller's Account Receivable Department, the seller requires 100% advanced payment for products or services, before products or services are scheduled for shipment or delivery. Payment is to be in US Dollars by the way of check, money order, wire transfer, cash or other form approved in writing by AVEM Water LLC. Past due balances may have advanced payment applied against the past due balance. Past due balances are subject to an 18% APR (1.5% per month) interest rate. AVEM Water LLC reserves the right to file liens for products and services if payment is not made according to terms. No purchaser of products from AVEM Water LLC may at any time hold any form of payment as retainage against any invoice or advanced payment. The seller reserves the right to postpone, delay or cancel any future shipments if any form of payment is withheld.

8. Legal Fees – Purchaser agrees to pay for all costs and expenses associated with collection of payments, legal fees, suits or any other legal action incurred as a result of the agreement and any business transactions, purchasing of product or other business agreements.
9. Warranty of Product – AVEM Water LLC is a reseller of products only and does not provide any warranty for any of the products the Seller supplies. The purchaser assumes all warranties that the manufacture of the purchased product. Purchaser shall pursue warranty issues, defects or failures with the manufacturer of the product sold and not AVEM Water LLC. No contract, written agreement, verbal agreement, implied or expected agreement, or expected service will hold AVEM Water LLC liable for any goods or services purchased from AVEM Water LLC.
10. Indemnification of AVEM Water LLC – Purchaser agrees to indemnify and defend AVEM Water LLC from any claim, demand, loss or damage incurred or sustained by Seller arising from or related to Purchaser's use or resale of the goods sold by Seller to Purchaser or Purchaser's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.
11. Return of Product – All written requests for return of material must be made within (5) days of receipt of material by the purchaser. The Seller has the right to approve or reject any return request from the purchaser. A restock charge may be applied to the return transaction. Any product that is not in new, sellable, non-weather condition will not be approved for return. Product must be returned in original packaging. Customer agrees to pay for all shipping, taxes, duties, brokerage, and misc. fees associated with returning any material to AVEM Water LLC.
12. Uncontrollable Circumstances – AVEM Water LLC shall not be held responsible for any delay or damage incurred in the delivery of product that resulted from any cause that is beyond the Sellers control. This may include weather related events, fires, floods, Acts of God, terrorism, wars, government actions, labor strikes, common carrier handling damage, vendor production delays or vendor shipping delays. Purchaser's purchase price may be increased to compensate for any costs incurred related to any event that is out the Seller's control.