

TANK EQUIPMENT

TERMS & CONDITIONS

1. **PAYMENT: TERMS AND BUYERS CREDIT:** A written purchase order and signed acknowledgement of Tank Equipment's Terms and Conditions are to be provided by Buyer. Terms are Net 30 days from date of invoice, **with approved credit**. Monthly late payment charge is 3% of unpaid balance after 45 days from date of original invoice. All lien rights are reserved by Tank Equipment until full payment of invoice has been received. Buyer is responsible for all reasonable attorney and collection fees associated with past due payments.
2. A Credit Card processing fee of 2% minimum will be applied to all purchases made with a credit card. All credit card returns will be charged a minimum of 2% along with a 25% restock fee.
3. **DOWN PAYMENT.** Orders over \$1,000 will require a down payment.
4. **CANCELLATION:** Once an order is received and entered there is a 25% cancellation charge. Once submittals have been submitted for approval there is a 35% cancellation charge. Once submittals have been approved and the equipment is released for fabrication, but before any equipment has actually been fabricated there is a 50% cancellation charge. Once fabrication has begun there is a 100% cancellation charge.
5. **INSPECTION:** It is the Buyer's responsibility to inspect the merchandise promptly upon its receipt from the shipper. Once the Buyer has signed the Bill of Lading (BOL), then the Buyer has agreed to receive the products in their condition at time of delivery. If the buyer signs the BOL clean, then the shipper/freight carrier will not cover product damage incurred during transit. Written notice of any claimed defect or other objection to the delivery must be given to Tank Equipment within one (1) business day following receipt of the merchandise. Unless written notice of any claimed defect or other objection to the delivery is given to Tank Equipment, Inc. within one (1) day of following the receipt of merchandise, it shall be conclusively presumed that the merchandise has been inspected by Buyer and is in good condition and in full compliance with the Order. Upon receipt of timely written notice specifying any claimed defect, Tank Equipment will promptly respond and cure a defect, if any, within thirty (30) days of receipt of notice. Thereupon the product shall be considered in full compliance with the terms of the sale.
6. **PRICE:** The Buyer shall pay any sales, use, excise or similar tax in addition to the price stated in the sales acknowledgment, or shall provide a valid and applicable Tax Exemption Certificate effectively relieving Buyer from such taxes. A valid tax exemption certificate must be presented for the jurisdiction at the time the order is placed.
7. **DAMAGES:** Tank Equipment shall not be liable for any loss, damage, cost or repair, incidental or consequential damages of any kind, whether based upon warranty, contract or negligence, or in any manner, in connection with the sale, use or repair of its products. Tank Equipment's liability, if any, shall never exceed the contract price of products alleged to be defective or to have caused damage of any kind.
8. **RETURN MERCHANDISE AUTHORIZATION:** Return merchandise authorization must be obtained for any products Buyer wishes to return to Tank Equipment. Returned product is subject to handling and restocking fees.
9. **DELAYS:** Tank Equipment will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods or for any damages suffered by Buyer by reason of such delay. If such delay is directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of listed) beyond its control, the delivery date shall automatically be extended by such delay. All orders or contracts are accepted with the understanding that they are subject to Tank Equipment's ability to obtain the necessary materials and all orders or contracts as well as shipments applicable thereto are subject to plant schedules, governmental regulations, orders, directives and restrictions that may be in effect from time to time.
10. **GOVERNING LAW:** The validity, interpretation and performance of the sales order contract between Buyer and Tank Equipment. shall be governed by the laws of the State of Colorado.
11. **WARRANTIES:** All product warranties are the responsibility of the product manufacturer. Tank Equipment does not express any warranty obligations.

Acknowledged by:

Date: