



MASTER SALES AGREEMENT TERMS AND CONDITIONS

1. Agreement. This Master Services Agreement (“Agreement”) is entered as of _____, 201__, (the “Effective Date”) by and between EQUARIUS, Inc., a California corporation d/b/a EQUARIUS Waterworks with offices located at 20655 S. Western Ave, Suite #108, Torrance, CA 90501 (“Seller”) and the applicant named on Page 1 of this Agreement (“Buyer”).
2. Parties. All references in this document to Seller shall include EQUARIUS, Inc. and any parent, subsidiary or affiliate of EQUARIUS, Inc. whether or not performing any or all of the scope hereunder or specifically identified herein. All references to Buyer shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a “Party” and collectively as “Parties”.
3. Sales Terms. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer’s purchase order or other documents. Additional or different terms and conditions in any way altering these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller’s authorized representative. No modification or alteration of these Terms shall result by Seller’s shipment of goods following receipt of Buyer’s purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
4. Prices. Prices without expiration dates on Seller website, catalogs, or in Seller quotes are subject to change without notice, and all such prices expire and become invalid, if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Prices on Seller quotes with a “Valid until” statement shall remain unchanged through the date stated. Price extensions, if made, are for Buyer’s convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose them.
5. Force Majeure. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller’s reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destructions of goods, wars (declared or undeclared), acts of terrorism, manufacturers’ shortages, availability or timeliness of transportation, materials, fuels or supplies, and acts of God (each a “Force Majeure Event”). Upon the occurrence of a Force Majeure Event: (a) the time for Seller’s performance shall be reasonably extended and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any additional costs incurred by Seller; and (c) Buyer shall not be entitled to any other remedy.
6. Warranty. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this “As-Is” limitation, Seller shall pass along to Buyer any transferable manufacturer’s standard warranties with respect to the goods purchased hereunder by Buyer. BUYERS AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTIONS WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT



LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR INDIRECT, LIQUIDATED, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.

7. Indemnity. Buyer shall indemnify, defend and hold Seller, its officers, employees and agents harmless from any and all costs (including attorneys' fees), liabilities and damages resulting from or related to any third party (including Buyer's employees or agents) claim, complaint or judgment arising from Buyer's use of any goods furnished hereunder (except for any such claim, complaint or judgment that results from a defect in the goods furnished hereunder or from the negligent, intentional or tortious act or omission of Seller), as well as any negligent, intentional or tortious act or omission of Buyer or any material breach by Buyer of these Terms.

8. Shipping. The F.O.B. point shall be delivery of the goods to a common carrier or directly to Buyer (if Buyer picks up goods at Seller's offices). All responsibility and costs of shipping and delivery beyond the F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.

9. Returns and Order Adjustment. Any change in product specifications, quantities, destinations, shipping schedules or any other aspect of the scope of goods purchased by Buyer must be agreed to in writing by Seller and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge equal to 25% of the original purchase price of the goods being returned, provided, however, that any return made by reason of a defect in the good(s) being returned shall not be subject to that restocking charge.

10. Payment. Payment terms for all goods purchased by Buyer are net 35 days from delivery, payable in U.S. Dollars. All orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller, then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including cash on delivery or in advance of shipment. In addition, Seller may, in its discretion, require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, credit card or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Buyer agrees to reimburse Seller for all costs of collections, including attorneys' fees. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.

11. Exportation of Goods. Buyer shall not export, directly or indirectly, all or any party of the goods obtained from Seller under these Terms, except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S export laws and regulations if performed by a U.S. company or citizen.

12. Lawsuits and Fees. Buyer shall pay Seller all costs and expenses of collection, suit or other legal action brought as a result of the commercial relationship between the parties, including, but not limited to, all actual attorneys' fees and collections costs incurred pre-lawsuit, through trial, on appeal and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to any affiliate, parent or subsidiary of Seller.



13. Choice of Laws. This Agreement, Buyer's account and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of California without regard to conflict of laws rules. The parties agree that any legal action arising under or related to this Agreement shall be brought in Los Angeles County, California, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

14. Buyer's Solvency. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent.

15. Miscellaneous. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business immediately upon the occurrence of such changes. Buyer and Seller are the only intended beneficiaries of this Agreement and there are no third-party beneficiaries. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the parties hereto.

SELLER: EQUARIUS, INC.

BUYER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Equaris Waterworks
20655 S. Western Ave #108
Torrance CA 90501
Phone: 424-271-2895
Fax: 310-318-1843

Credit Application Business Information

Title:
Company Name:
Company Address:
City: State: Zip:
Phone: Fax: Email:
Year Business Commenced:
Federal EIN: Federal Resale Certificate #:
Est Equarius Monthly Purchases: Credit Limit Requested:

Credit Information

Bank Name:
Bank Address:
City: State: Zip:
Phone: Fax:
Account Number:
Account Type:

Business References

Company Name:
Address:
City: State: Zip:
Phone: Fax: Email:
Terms:
Company Name:
Address:
City: State: Zip:
Phone: Fax: Email:
Company Name:
Address:
City: State: Zip:
Phone: Fax: Email:
Terms:

Signature

Name:

Title: Date: