



Terms & Conditions of Sale

1) Orders: Orders are subject to acceptance by *EnviroMatch, Inc.* (Seller), California, USA. Order submitted on buyers' forms will be accepted only with the express understanding that Seller terms & conditions of sale herein stated will not be modified unless otherwise agreed to in writing. There is a minimum order requirement of \$500.00.

2) Prices: All prices are in accordance with the established price schedule of Seller and are subject to change without prior notice unless otherwise specified in a written quotation. Quotations automatically expire 30 calendar days from quotation date and may be cancelled at anytime by written notice. Unless terms of quotation specify otherwise, all prices quoted are F.O.B Shipping point (Ex-Work).

3) Terms of Payment: Unless otherwise agreed, all orders to be shipped to companies and individuals not domiciled in the United States shall be made either by Wire Transfer in advance or against an Irrevocable Letter of Credit. All orders to companies and individuals within the United States require payment in advance until a satisfactory credit has been established.

4) Wire Transfers: Wire Transfers should be initiated with all bank charges paid by buyer.

BANK INFORMATION:

BANK NAME: WELLS FARGO BANK, N.A

SWIFT #: WFBIUS6S, Routing # (ABA): 121000248

5) Letter of Credit: In order to avoid confusion, delays and additional expenses, Letters of Credit will be accepted provided that they are in compliance with the following guidelines:

- a. Letter of credit must be Irrevocable, Advised and Confirmed through any MAJOR bank in the United States with drafts payable At Sight.
- b. Letter of Credit must state that all bank charges inside and outside the United States are to be borne by the Opener.
- c. Letter of Credit processing fee (\$350) must be added to L/C amount

6) Open Account (Net 30): Subject to establishment of satisfactory credit for companies domiciled in the United States. Terms are net 30 days from invoice date. Credit can be established after our investigation of three (3) or more trade references submitted by buyer.

7) Delays: Seller shall not be liable for damages or delays caused by reason beyond Seller's control.

8) Shipping: Seller will not be responsible for loss, delay or damage after the Carrier receipt of the goods 'in good order'. All claims should be made direct to carrier. Seller will assist buyer to secure satisfactory adjustment but under no circumstances will deductions for damages in transit be allowed.



9) Taxes: Sales tax, Use tax, Excise tax, Import or Export duties will be paid by the buyer.

10) Designs & Specs: All designs and specifications shown in Seller's catalogs, brochures and literature, etc., are subject to change without prior notice.

11) Errors & Returns: Errors in quantities or items must be made within 10 days of receipt of the goods. Seller will not be responsible for any claim shortages not reported within the 10 days period. Returns could be made only with a prior approved and written authorization by Seller. Authorized returns for any reason must be sent freight prepaid to Seller.

12) Cancellation or Change Order / Standard Systems: Orders are processed as they are received. Once they are put into production, change order and/or add-ons may hold up shipment of the original order, or may be shipped as a separate order. Minimum cancellation fee is Thirty-Five percent (35%) of total invoiced amount. Change Orders are subject to acceptance by *EnviroMatch, Inc.*

13) Cancellation / Custom Designed Systems & Equipment: Equipment cannot be returned and order once approved cannot be cancelled without *EnviroMatch, Inc.* prior written consent. In case of cancellation, purchaser agrees to reimburse *EnviroMatch, Inc.* for all costs incurred plus a margin of twenty percent (20%).