

TERMS AND CONDITIONS OF SALE

1. **General.** These Terms and Conditions of Sale (the “**Terms**”) establish the rights, obligations, and remedies of Geo-Synthetics Systems, LLC (“**Seller**”) and the buyer (“**Buyer**”), form the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements, and conditions, whether express, implied, oral, or written. All sales are expressly conditioned upon, and Buyer agrees to be bound by these Terms. Additional or different terms and conditions made by Buyer, including, but not limited to, any purchase orders or acknowledgements issued by Buyer, are expressly rejected by Seller and shall not be binding upon Seller unless specifically accepted in writing by Seller. Seller’s shipment of goods or provision of services (such goods and services collectively referred to as “**Goods**”) following receipt of Buyer’s purchase order or other documents containing additional or different shall not imply, or result in, acceptance of such additional or different terms. Seller reserves the right to accept or reject any order of Buyer.
2. **Prices.** Except as specifically stated in writing by Seller, prices do not include any transportation costs, delivery fees, special packing, special handling instructions, or sales, excise, or other governmental tax, all of which will be in addition to the stated prices. Buyer shall provide Seller with any valid tax exemption certificate prior to the shipping of any Goods. All prices and other terms shall be kept confidential by Seller.
3. **Payment.** Unless credit terms are otherwise agreed in writing, payment terms are due at time of sale. All orders are subject to Seller’s continuing approval of Buyer’s credit. Seller, in its sole discretion, may suspend or cancel performance, or require payment security. Seller may, in its sole discretion, apply Buyer’s payment against any open charges owed by Buyer to Seller. Past due accounts shall render Buyer’s entire account(s) immediately due and payable upon demand and each account shall bear interest at the lesser of 1.5% per month (as prorated for partial months) or the maximum rate permitted by applicable law. Buyer shall have no setoff right hereunder, the same being expressly waived by Buyer. Seller reserves all rights to invoice and be paid for Goods, and any terms that purport to limit the time or manner within which Seller may invoice are hereby waived by Buyer. Buyer must make any claims for billing errors or adjustments to Seller in writing within ten (10) business days from the invoice date. Claims not received in writing within such period will be waived by Buyer.
4. **Delivery, Inspection, and Acceptance.** Goods shall be delivered in accordance with the applicable Incoterm (“**Delivery**”). Buyer shall examine all Goods upon Delivery and prior to use or installation. All claims for damage, shortage, and errors in shipment or improper Delivery must be made to Seller in writing within two (2) business days of Delivery, after which Buyer will be deemed to have accepted the Goods and will have no right to reject the Goods or to revoke acceptance.
5. **Freight, Title and Risk of Loss.** If Delivery occurs in Seller’s vehicles, shipments shall be Delivered D.A.P. Buyer’s designated point and all costs of Delivery, including costs related to unloading and delays in unloading, shall be charged to Buyer. In all other cases, the D.A.P. point shall be Seller’s store or warehouse. Title and risk of loss shall pass to Buyer upon Delivery.
6. **Time of Delivery.** All shipments or Delivery dates referenced by Seller or requested by Buyer shall be “estimated” shipment or Delivery dates only and shall not be construed as falling within the meaning of “time is of the essence”. In no event shall the Seller be liable for any loss or damage (whether actual, liquidated, or otherwise) resulting from any delay in the Delivery of the Goods.
7. **Changes and Returns.** Any change in product specifications, quantities, destination, shipping schedules or any other aspect of the scope of Goods shall be agreed in writing by the parties and may result in a price and/or Delivery adjustments. No credit for Goods returned by Buyer will be given without Seller’s prior written authorization. All returns are subject to a minimum 15% restocking fee. The following items are not returnable: (a) Goods (including partial quantities) that have been used, installed, modified, rebuilt, reconditioned, repaired, altered, or damaged; (b) special/customized product; (c) items shipped outside of the United States; (d) items replaced under warranty; or (e) factory direct items.
8. **Warranty.** Seller warrants good, free and clear title to the Goods. Seller further warrants that the Goods will be free from defects at the time of Delivery. Seller further warrants that the geotextile dewatering tubes shall be free from defects in workmanship for a period of twelve (12) months from Delivery (“**Warranty Period**”). If the Goods or geotextile dewatering tubes do not conform to the warranty, Seller shall replace the Goods at Seller’s cost to the original place and through the original means of Delivery. Upon request, Seller agrees to assign any original supplier or manufacturer warranty to Buyer; if such warranties exist and if such warranties are assignable. **THERE SHALL BE NO WARRANTY OR REWARRANTY PERIOD FOR ANY REPAIRED OR REPLACED GOODS. THE FOREGOING REMEDIES IN THIS SECTION 8 SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER, AND SOLE AND EXCLUSIVE LIABILITY OF SELLER, FOR DEFECTIVE GOODS. SELLER DOES NOT MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER SUCH OTHER WARRANTIES MIGHT ARISE UNDER LAW, COURSE OF DEALING, CUSTOM OF TRADE, OR OTHERWISE. UPON THE EXPIRATION OF THE WARRANTY PERIOD, ALL SUCH LIABILITY SHALL TERMINATE EXCEPT FOR ANY WARRANTY CLAIMS ASSERTED BY BUYER PRIOR TO THE END OF THE WARRANTY PERIOD THAT HAVE NOT BEEN REMEDIED BY SELLER. THE OBLIGATIONS OF SELLER UNDER THE WARRANTY ARE LIMITED AND SHALL NOT APPLY TO: IMPROPER INSTALLATION;**
9. **DAMAGE FROM MACHINERY, EQUIPMENT, MATERIALS NOT SUPPLIED BY SELLER, OR PEOPLE; IMPROPER SITE PREPARATION OR COVERING MATERIALS; EXCESSIVE PRESSURES OR STRESSES FROM ANY SOURCE; EXCESSIVE UV EXPOSURE; FAILURE TO PROTECT FROM HYDRATION DAMAGE; OR FAILURE TO ADHERE TO SELLER’S HANDLING AND INSTALLATION INSTRUCTIONS; MISUSE; OR ALTERATION OR MODIFICATION OF GOODS.**
9. **Indemnification.** To the fullest extent permitted by applicable law, Buyer shall indemnify, defend, and hold Seller, Seller’s affiliates, and their respective officers, directors, employees and agents harmless from and against any claim, loss, complaint, judgment, liabilities, damages and all expenses (including attorneys’ and accountants’ fees and expenses), made by any third party (including Buyer’s employees) arising from Buyer’s use of any Goods furnished hereunder, release of hazardous materials, as well as any negligent, intentional or tortious act or omission of Buyer, Buyer’s subcontractors, or Buyer’s customers.
10. **Force Majeure.** Seller shall not be liable for any failure or omission to carry out or observe any of the terms, provisions or conditions of these Terms to the extent that such failure or omission is caused by any act or omission beyond Seller’s reasonable control or based on governmental action or inaction, strikes or other labor troubles, fire, damage or destruction 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; (b) the purchase price shall be adjusted to account for any increased costs to Seller; and (c) Buyer shall not be entitled to any other remedy.
11. **Termination.** If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer and Seller are the only intended beneficiaries of this document, and there are no third-party beneficiaries.
12. **Disputes.** These Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. Arbitration under the Rules of the American Arbitration Association (“**AAA**”) shall be the sole remedy for any dispute not otherwise resolved by negotiation and shall be binding and final among the parties; provided, however, either party may seek equitable relief in connection with or relating to these Terms in a competent court in the State of Delaware. If the amount in controversy exceeds One Million U.S. Dollars (\$1,000,000), the arbitration shall be conducted by an arbitration panel consisting of three (3) independent and impartial arbitrators. Each party shall nominate one (1) arbitrator for confirmation by the AAA and the nominated arbitrators shall mutually select and agree on the third arbitrator within thirty (30) days after their confirmation by the AAA. If the amount in controversy does not exceed One Million U.S. Dollars (\$1,000,000), the arbitration shall be conducted by a single independent and impartial arbitrator to be mutually agreed by the parties. If the parties are unable to mutually agree on the arbitrator, then the arbitrator shall be selected in accordance with the AAA Rules. The seat of arbitration shall be Milwaukee, WI.
13. **Collection Costs.** Buyer shall pay Seller all costs and expenses related to payment collection, including, but not limited to, arbitration and other legal costs and expenses, all attorneys’ fees and expenses, and collection costs, incurred by Seller.
14. **Limitation of Liability. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY AND ALL CAUSES, SHALL SELLER OR ITS AFFILIATES BE LIABLE FOR (a) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER THAT ARE THE SUBJECT OF SUCH CLAIM(S), (b) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES OR FOR LOSS OF USE, LOST PROFITS OR REVENUE, COST OF CAPITAL, ATTORNEYS’ FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER’S BREACH, OR (c) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, IN EACH CASE REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR WHETHER BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE. ALL LIABILITY OF SELLER SHALL EXPIRE AT THE END OF THE WARRANTY PERIOD.**
15. **Severability.** These Terms will be construed as if prepared jointly and no ambiguity will be interpreted against any party. If any provision is held to be unenforceable, then such provision shall be modified as necessary to enforce the original intent of the provision to the greatest extent permitted under the law. All other Terms shall remain enforceable.
16. **No Waiver.** The failure of Seller to insist upon the strict performance of any of these Terms will not be deemed to be a waiver of any of the rights or remedies of Seller. No waiver of any of these Terms will be valid unless in writing signed by a duly authorized representative of Seller.
17. **Safety Data Sheets.** Buyer acknowledges that any Safety Data Sheets (“**SDS**”) are provided by Seller to Buyer for general information only and any SDS’S are prepared by and supplied by the manufacturers of Goods and not Seller. SELLER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY AS TO THE ACCURACY OF

INFORMATION OR SUITABILITY OF RECOMMENDATIONS IN ANY SDS. BUYER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON OR USE OF ANY SUCH INFORMATION, AND FOR USE OR APPLICATION OF ANY GOODS.

18. **Survival.** These Terms survive termination, cancellation, or completed performance to the extent necessary for full enforcement of any rights and obligations.
19. **Assignment.** Buyer shall not assign these Terms, or any portion thereof, including the warranty, to a third party, except with the prior written consent of Seller. Any assignment in violation of this provision shall be null and void and of no force or effect. These terms are binding upon the parties and their successors in interest and permitted assigns.
20. **Third Party Beneficiaries.** These Terms and all rights hereunder are intended for the sole benefit of the parties and will not imply or create any rights on the part of, or obligations to, any other person.
21. **Site.** Both parties acknowledge that Seller does not have the right of control of the operations at the site where the Goods will be used, and Buyer is fully responsible for the operations at the site and is solely responsible for any environmental damage or release of any substances, hazardous substances or contaminants. The parties further acknowledge that Buyer is solely responsible for the application of the Goods, and any design or specifications of the Goods for the specific application is solely the responsibility of Buyer.