

C-fficiency Systems, Inc.™

Terms, Conditions & Warranty

The ezContain Rapid Fluid Deployment System (RFD) sold and distributed by C-FFICIENCY SYSTEMS, INC.™ is manufactured by N-Hot Water, LLC, a closely related company. N-Hot Water, LLC is the exclusive supplier of the RFD systems to C-FFICIENCY SYSTEMS, INC. and is the exclusive administrator of any Rapid Fluid Deployment Warranty Claims.

SALES POLICY: The identity of each Purchaser must be fully disclosed when an order is accepted by C-FFICIENCY SYSTEMS, INC. Possession of, or access to, a C-FFICIENCY SYSTEMS, INC. catalog, literature, or website(s) does not constitute the right to purchase from C-FFICIENCY SYSTEMS, INC.

C-FFICIENCY SYSTEMS, INC. Products are free of defects in materials and quality. C-FFICIENCY SYSTEMS, INC. reserves the right to correct publishing errors. ANY AND ALL PRICES herein are subject to change without notice. Placement of an order shall be deemed as acceptance of these Terms.

*Warning: C-FFICIENCY SYSTEMS, INC. products may expose you to chemicals known to the State of California to cause cancer. For more information, go to www.p65warnings.ca.gov.

THE PRODUCT: ezContain Rapid Fluid Deployment (RFD)™

The specific Term of Warranty is One year from C-FFICIENCY SYSTEMS, INC., or approved sales agents' sales date. **Buyer must register transaction date. If not registered, the warranty will commence on its manufacturing date.**

All warranty claims hereunder shall be made by NOTIFYING C-FFICIENCY SYSTEMS, INC. via email or other written confirmed communication and requesting a "Return Goods Authorization." When authorized, return the product clean and free of contaminants, freight prepaid, together with the original invoice and or return authorization number.

Additionally, a full written description with photos of the alleged defect to C-FFICIENCY SYSTEMS, INC. who will, at THEIR SOLE OPTION, repair or replace the warranted item, or credit pro-rata to the original purchaser if C-FFICIENCY SYSTEMS, INC.'s examination shall disclose a defect in materials or artistry, and the item has been returned to C-FFICIENCY SYSTEMS, INC. within its specific warranty term.

This warranty shall not apply to any product which has been subjected to accident, negligence, disassembly, alteration (including but not limited to improper or faulty repair), abuse, misuse, improper installation, or unsuited use. NOTWITHSTANDING ITS LONG AND ENVIABLE SAFETY RECORD, CSI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES, EXPENSE OR INJURY ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS PRODUCTS OR THE USE OF ANY PRODUCT, DEFECTIVE OR OTHERWISE. Any warranties implied by law are limited to the duration of this warranty. CSI makes no warranty whatsoever concerning parts or components not supplied specifically for use with C-EFFICIENCY SYSTEMS, INC.'s products, nor for any accessory items not sold by C-EFFICIENCY SYSTEMS, INC.

C-EFFICIENCY SYSTEMS, INC. reserves the right to make changes in its products at any time. Product refinements or alterations will be made without obligation to change or improve products that were previously manufactured.

<ul style="list-style-type: none">• MODIFICATION OF TERMS

All customer orders to purchase C-EFFICIENCY SYSTEMS, INC. products are subject to acceptance by C-EFFICIENCY SYSTEMS, INC. C-EFFICIENCY SYSTEMS, INC.'s acceptance of any order is conditioned upon the customer's assent to all terms and conditions applicable to the transaction. No additions or modifications of terms and conditions by customer shall be binding upon C-EFFICIENCY SYSTEMS, INC. unless agreed to by C-EFFICIENCY SYSTEMS, INC. in writing. If a purchase order or other correspondence contains terms and conditions proposed by the customer that are contrary to the applicable terms and conditions herein, C-EFFICIENCY SYSTEMS, INC.'s acceptance of any such order shall not be construed as assent to any of the terms and conditions proposed to the customer, and will not constitute a waiver by C-EFFICIENCY SYSTEMS, INC. of any of the terms and conditions under which this agreement is made. Unless different terms are otherwise specifically agreed to in writing by C-EFFICIENCY SYSTEMS, INC., the terms set forth herein will govern all orders accepted by C-EFFICIENCY SYSTEMS, INC.

PRICES All published prices are in U.S. Dollars and must be paid in U.S. Dollars and do not include freight, handling fees, taxes, and/or duties. In the event of a publishing error, C-EFFICIENCY SYSTEMS, INC. reserves the right to charge the correct price. C-EFFICIENCY SYSTEMS, INC. works diligently with our suppliers to maintain pricing, but they are subject to change according to market conditions and pricing of market-sensitive commodities. Prices

on large quantities or for other items not found on our website or other publications are available by request. Please contact our Product Specialists for a quotation on these items.

SALES TAX customers are responsible for all applicable taxes. State and local sales tax will only be applied to items delivered to customers in the State of Washington unless a valid sales tax exemption certification has been provided.

PAYMENT TERMS C-FFICIENCY SYSTEMS, INC. accepts cash, checks, money orders, wire transfers, and/or Visa or MasterCard. For registered customers that have established credit with C-FFICIENCY SYSTEMS, INC., payment terms of net 30 days from the date of invoice may be extended at the sole discretion of C-FFICIENCY SYSTEMS, INC. Other credit terms or conditions may apply as required for approval by the C-FFICIENCY SYSTEMS, INC. Credit Department. C-FFICIENCY SYSTEMS, INC. shall have the right of set-off and deduction for any sums owed. If a customer fails to make payment within thirty (30) days, C-FFICIENCY SYSTEMS, INC. may defer shipments until such payment is made, or may at its option, cancel all or any part of the unshipped order. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law.

• CUSTOM PRODUCT REQUIRE PREPAYMENT

- CREDIT BALANCE Customer agrees that any credit balances issued will be applied within (1) year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND C-FFICIENCY SYSTEMS, INC. SHALL HAVE NO FURTHER LIABILITY.
- FREIGHT POLICY FREIGHT IS PREPAID AND ADDED TO CUSTOMER'S INVOICE ON ALL ORDERS, unless otherwise stated, to the customer's place of business anywhere in the contiguous United States, using the routing of our choice. C.O.D. shipments are not permitted. Other terms and conditions may apply for freight collection, export orders, hazardous materials, special handling, or shipments outside the contiguous United States. Any extra charge incurred for additional services, such as customer's carrier or special handling at the destination, must be paid by the customer—title and risk of loss pass to the customer upon tender of shipment to the carrier. If the product is damaged in transit, the customer must file a claim with the carrier. Please note the damage on

the delivery receipt and obtain an inspection report from the carrier immediately. Then contact C-EFFICIENCY SYSTEMS, INC. at 1-509-595-1811.

- INSPECTION AND ACCEPTANCE Claims for damage, shortage, or shipping errors must be reported within one (1) business day following delivery to the customer. Customer shall have five (5) business days from the date customer receives any products to inspect such products and services for defects and nonconformance, which are not due to damage, shortage, or errors in shipping and notify C-EFFICIENCY SYSTEMS, INC., of any defects, non-conformance, or rejection of such products. Claims for shortages or other errors must be made in writing to C-EFFICIENCY SYSTEMS, INC. within five (5) business days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the customer. After such acceptance, the customer shall have no right to reject the products for any reason or revoke acceptance. Customer hereby agrees that such a five (5) business day period is a reasonable amount of time for such inspection and revocation. Customer shall have no right to order any change or modification to any product or services previously ordered by the customer or its representatives or cancel any order without C-EFFICIENCY SYSTEMS, INC.'s written consent and payment to C-EFFICIENCY SYSTEMS, INC. of all charges, expenses, commissions, and reasonable profits owed to or incurred by C-EFFICIENCY SYSTEMS, INC.™. Specially fabricated, custom, or built-to-order products may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in artistry or material will be replacing the merchandise subject to the manufacturer's inspection and warranty and subject to the terms of the LIMITED WARRANTY set forth below.

• PRODUCT INFORMATION

Suitability C-EFFICIENCY SYSTEMS, INC. does not guarantee that our products meet all applicable requirements in each state or locality with varying codes and regulations governing sales, construction, installation, and use of products for certain purposes. The customer assumes responsibility for compliance with such safety standards and regulations in those localities in which the products will be shipped, sold, and used. Before purchasing and using a product, please review the product application, national and local codes, and regulations to ensure that the product, installation, and use will comply. At their own expense, the customer is responsible for applying for and obtaining any permits and inspections required to install and use our products. Any recommendations made by C-

FFICIENCY SYSTEMS, INC. concerning compliance, use, design, operation, or application of the products shall not be construed as representations or warranties, expressed or implied, and shall not impose any liability upon C-FFICIENCY SYSTEMS, INC. Products sold under these Domestic Sales Terms are for ultimate sale and use within the United States of America. If the Customer purchases the products for export, the Customer assumes sole responsibility for compliance with any safety or similar regulation in the country or local of exportation and compliance with any U.S. export regulations in effect at the time of such exportation.

OSHA Hazardous Substance Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances are prepared and supplied by manufacturers. The information and recommendations contained on the MSDS are believed by C-FFICIENCY SYSTEMS, INC. to be accurate. C-FFICIENCY SYSTEMS, INC., however, makes no warranties concerning the accuracy of the information or the suitability of the recommendations. The customer is solely responsible for any reliance on or using any information and use or application of any product. C-FFICIENCY SYSTEMS, INC. disclaims any liability to any user.

WARNING: Warning many of our products may expose you to chemicals, including Vinyl Chloride, known to the State of California to cause cancer. For more information, go to www.p65warnings.ca.gov.

INDEMNIFICATION C-FFICIENCY SYSTEMS, INC. shall not be responsible for any losses or damages sustained by the customer or any other person due to improper installation or misapplication of the products. The customer shall defend, indemnify, and hold harmless C-FFICIENCY SYSTEMS, INC. and its owners, agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, C-FFICIENCY SYSTEMS, INC.'s owners, employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by the customer or of the information, designs, services or other work supplied to the customer, whether caused by the concurrent and contributory negligence of the customer, C-FFICIENCY SYSTEMS, INC., or any of their owners, agents, employees, or suppliers. The obligations, indemnities, and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

PRODUCT RETURNS All product returns must be authorized by C-FFICIENCY SYSTEMS, INC. If you would like to return a product, please contact Customer Service at 1-509-595-1811 for return instructions. Products that are stocked by C-FFICIENCY SYSTEMS, INC. may be returned within 30 days for credit, exchange, or refund. The customer is responsible for shipping costs both ways, and a restocking charge of up to 35% may be applied. Returns after 30 days from the ship date will not be accepted. A customer may only return a product provided it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts, and it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered, or damaged. For any product that is returned not in this condition, the customer will be charged a deduction for the cost of putting the product in a salable condition. Non-stock items may be returned only if the manufacturer will accept the return. Specially fabricated, custom, or built-to-order products may not be returned, and no refund will be made. C-FFICIENCY SYSTEMS, INC. reserves the right to refuse any return, not in compliance with the above. Products cannot be shipped back without authorization from C-FFICIENCY SYSTEMS, INC. and any products returned unauthorized will cause your credit to be delayed or denied. Please return all products freight prepaid as no COD or Freight Collect shipments will be accepted.

Please note* **never ship back an ezContain Rapid Fluid Deployment System that has been exposed to hazardous chemicals.**

• ADDITIONAL TERMS

- Trademarks & Copyrights/Intellectual Property Rights Customer acknowledges that they have no right, title, or interest in the trademarks or copyrights in the products, or any other intellectual property rights of C-FFICIENCY SYSTEMS, INC. or the manufacturer in the products, including but not limited to any patents, and customer covenants will take no action to register or otherwise interfere with such rights. It will not copy, reverse engineer, or otherwise infringe on any such intellectual property rights.
- Governing Law & Limitations/Venue The failure of either party to assert a right hereunder or insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. These terms and conditions shall be construed, interpreted, and performed exclusively according to the laws, excluding conflict of law rules, of the

State of Washington, United States of America. Any legal action concerning any transaction must commence within one year after the cause of action has arisen. Venue for any legal proceedings under this Agreement shall be in Whitman County, Washington, or any U.S. Court sitting in Whitman County. Customer irrevocably agrees to such courts' jurisdiction and hereby waives its right to any other court's jurisdiction to which Customer's place of residence or may otherwise entitle customer.

- Dispute Resolution Actions by C-EFFICIENCY SYSTEMS, INC. for nonpayment by the customer of the purchase price of products sold by C-EFFICIENCY SYSTEMS, INC., or for the redress of other breaches by the customer of the Terms and Conditions of Sale, may be brought by C-EFFICIENCY SYSTEMS, INC., at its option, before any judicial court of competent jurisdiction in Whitman County. Customer irrevocably agrees to such courts' jurisdiction and hereby waives its right to the jurisdiction of any other court to which Customer may otherwise be entitled under Customer's place of residence or. At C-EFFICIENCY SYSTEMS, INC.'s option, disputes between the Customer and C-EFFICIENCY SYSTEMS, INC., including all claims for non-performance by C-EFFICIENCY SYSTEMS, INC. shall be finally settled by binding arbitration in the State of Washington, the USA under the Rules of the American Arbitration Association applying these Terms and Conditions and consistent provisions of the internal laws (except the conflict of law rules) of the State of Washington, USA.
- Force Majeure C-EFFICIENCY SYSTEMS, INC. shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war risks, shortages, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, or any other circumstances or causes beyond the control of C-EFFICIENCY SYSTEMS, INC. in the conduct of its business.
- Security Interest Sales on open account may be approved, in C-EFFICIENCY SYSTEMS, INC.'s sole discretion, on a case-by-case basis. On any sales on open account, the Customer hereby grants to C-EFFICIENCY SYSTEMS, INC. a priority lien, purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to C-EFFICIENCY SYSTEMS, INC. The customer agrees to file any financing statements or other appropriate documents with its governmental authorities to assure the lien's validity, priority, and enforceability. The customer represents that any products purchased on open account terms will be maintained

within the Continental United States at all times while the account is unpaid.

- Assignment Customer shall not assign any order or any interest therein without the written consent of C-EFFICIENCY SYSTEMS, INC. Any actual or attempted assignment without C-EFFICIENCY SYSTEMS, INC.'s prior written consent shall entitle C-EFFICIENCY SYSTEMS, INC. to cancel such order upon notice to customer without liability to C-EFFICIENCY SYSTEMS, INC.