

SEB PROFESSIONAL NORTH AMERICA TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE.

If this writing differs in any way from the terms and conditions of Buyer's order or if this writing is construed as an acceptance or as a confirmation acting as an acceptance, then SEB Professional North America's („Seller“) acceptance is EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN BUYER'S WRITING. Further, this writing shall be deemed notice of objection to such terms and conditions of Buyer. If this writing is construed as an offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. In any event, Buyer's acceptance of the goods or services provided by Seller (collectively „Products“) shall manifest Buyer's assent to Seller's terms and conditions. No addition to or modification of these items will be effective unless set forth in writing and agreed to by Seller.

2. TERMS OF PAYMENT; PRICING.

(a) Unless otherwise agreed in writing, payment is due thirty (30) calendar days after date of invoice without discount. Invoices will be dated as of the date of shipment. A Service Charge on any unpaid balance will be charged at the rate of 1.5% per month beginning thirty-one (31) calendar days after date of invoice.

(b) As collateral security for the payment of the purchase price, Buyer grants Seller a security interest in the Products. This security interest constitutes a purchase money security interest under the Uniform Commercial Code of California and/or the location where Buyer maintains the Products. Buyer grants Seller the right to file such documents, including financing statements, and to take such other actions as may be reasonably necessary to protect Seller's rights under this Section 2(b).

(c) Buyer shall have no right to withhold or offset any amount due Seller because of any claim by Buyer against Seller pursuant to the Order or any other order or agreement.

(d) All insurance and shipping charges are the responsibility of Buyer.

(e) Prices quoted by Seller are exclusive of all city, state or federal taxes. Any and all present or future taxes or other governmental fees, duties, imposts, impositions or charges upon the production, shipment

or sale of Products shall be the responsibility of Buyer. Any such taxes paid by Seller at any time will be repaid by Buyer.

(f) Seller shall comply with Seller's customary shipping method used for such Products. Any extra costs due to compliance with any packaging requests by Buyer shall be charged to Buyer.

3. TITLE AND RISK OF LOSS.

Title to and risk of loss of the Products herein described shall pass to Buyer upon delivery of said Products to a carrier at Seller's plant.

4. CREDIT.

Seller reserves the right in its sole judgment to require satisfactory security or assurances related to Buyer's financial condition before shipment of Products to Buyer. If Buyer defaults in payments, Seller, at its option, may defer further shipment until Buyer re-establishes satisfactory credit, require payment for Products prior to shipment of goods or performance of services, or cancel the unshipped and unperformed portion of the Order without any liability on the part of Seller for failure to ship or perform.

5. FORCE MAJEURE.

Seller shall not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstance beyond its control, including, but not by way of limitation, any failures or delays in performance caused by any strikes, lockouts, or labor disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws of the United States of America or with the orders or policies of any government authority, delays in transit or delivery, or failures of source materials. In such event, Seller may, at its option, be excused from performance or allocate deliveries as Seller, in its sole discretion, deems appropriate.

6. DELIVERY; CLAIMS/RETURNS.

(a) Delivery dates are not binding. Seller will use commercially reasonable efforts to notify Buyer of delivery delays. Failure to meet any delivery dates does not give the Buyer the right to cancel the Order.

(b) No claim for credit for alleged shipping, quality, freight, or pricing adjustment shall be valid unless

presented to Seller in writing within thirty (30) days after receipt of Product. Failure to file such a claim within thirty (30) days shall constitute unqualified acceptance of Product by Buyer. No Product shall be returned to Seller without prior written authorization of Seller.

7. SOLE AND EXCLUSIVE WARRANTY.

(a) Seller expressly warrants that the Products provided to Buyer will be free from any liens or encumbrances and that good title to said Products will be conveyed to Buyer by sale of same. Seller also warrants that the Products will be free from defects in material and workmanship for a period of one (1) year („Warranty Period“) after shipment. This warranty does not cover wear and tear parts such as seals, valves, taps, heater resistors, temperature controls, and accessories that were delivered or installed at Buyer’s request. In addition, this warranty does not cover any Products which (i) have been misused or modified by a party other than Seller or its authorized service provider; (ii) have not been properly installed; (iii) have been subject to unusual stress including but not limited to damage due to water quality or operator error; (iv) have not been properly maintained; or (v) have a defect that has not been reported to Seller during the Warranty Period. In the event of breach of the warranty, Buyer’s sole and exclusive remedy, and Seller’s sole and exclusive obligation shall be, at Seller’s option, the repair or replacement of the defective Products.

(b) Seller warrants that all services which may be provided related to the Products will be provided in accordance with industry standards. In the event of breach of the warranty for such services, Seller’s sole and exclusive obligation shall be to reperform such services without cost to Buyer.

(c) THE WARRANTIES SPECIFIED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTY TO BUYER FOR THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTY WHETHER ORAL, WRITTEN, EXPRESS, OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

8. LIMITATION OF LIABILITY.

(a) In no event shall Seller be liable for any special, indirect, consequential, incidental, or punitive damages, whether arising under contract, warranty, tort, negligence, strict liability or any other theory of liability, including but not limited to loss of profits, loss of use of the Products, or loss of goodwill.

(b) Notwithstanding whether any remedy fails of its essential purpose or otherwise, in no event shall Seller’s liability for any Products supplied hereunder exceed the purchase price or service fee paid by Buyer to Seller for the applicable Products, regardless of whether the claim is based on contract, tort, warranty or any other theory of liability.

9. GENERAL.

(a) This Agreement shall be governed by the substantive laws of the state of California without regard to its conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply. All suits, actions, or other proceedings arising out of or relating to the Order or the subject matter thereof shall be brought only in Orange County, California. Buyer hereby consents to the jurisdiction of the state and Federal courts sitting in Orange County, California, or such other venue selected by Seller, and agrees to appear in any such action upon written notice thereof.

(b) Failure of Seller to enforce any of the terms, conditions and limitations contained in these terms and conditions shall not be construed as a waiver thereof or a waiver of any other terms, conditions or limitations herein, and the failure of Seller to exercise any rights arising from default of Buyer or otherwise shall not be deemed to be a waiver of such right or any other right.