APPLICATION FOR BUSINESS ACCOUNT AND STANDARD TERMS AND CONDITIONS OF SALE

ACCEPTANCE. These Standard Terms and Conditions of Sale (the "Agreement") shall apply to the sale of goods by Enviro-USA™, LLC ("Seller") to Buyer. Acceptance shall be limited to the terms and conditions of this Agreement and the attached Quote, which shall be incorporated herein; no additional or different terms or conditions, including terms or conditions set forth in any purchase order provided by Buyer, shall become part of this Agreement. This Agreement may not be modified except by written agreement signed by a Corporate Officer of Seller. The goods shall be delivered in accordance with the specifications set forth in the Proposal or Invoice. Buyer is deemed to have accepted the goods if Buyer has not provided Seller with a written notice of rejection describing in detail the reason for rejection within ten (10) days after delivery.

PAYMENT AND TERMS. The sales price shall be as stated in the Proposal. Payment shall be made upon terms stated on the Proposal, time being of the essence. Accounts past due will be charged a late fee at a rate of 1.5% per month or the maximum amount permitted by law, from the due date. Invoices may be paid via cash, check or wire transfer. Payment of invoices via credit care are accepted with a 3% convenience fee. To the extent permitted by applicable law, Buyer shall be liable to Seller for costs of collection, including but not limited to actual reasonable attorney fees, incurred by Seller in connection with actions or efforts to collect any balance owed by Buyer. In the event that Seller believes in good faith that the prospect of payment is impaired, Seller may terminate this order in whole or in part, without liability. Buyer grants to Seller a purchase money security interest in the goods sold by Seller pursuant to this Agreement. Buyer authorizes Seller to file any documents necessary to perfect its security interest including, without limitation, a financing statement. Client hereby authorizes Enviro-USA™, LLC to send periodic informational emails.

WARRANTY. SELLER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND WITH RESPECT TO THE GOODS SOLD HEREUNDER. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

LIMITATION OF LIABILITY. Buyer's sole remedy for non-conformance of goods shall be repair or replacement of defective goods. Seller shall have no obligation hereunder unless Buyer has provided Seller a clear written statement describing the alleged defect. Notwithstanding any other provision, the total liability, in the aggregate, of Seller and Seller's officers, directors, employees and agents to Buyer for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the goods provided by Seller shall not exceed the amounts actually received by Seller from Buyer. Notwithstanding any other provision, Seller and Seller's officers, directors, employees or agents shall not be liable to Buyer for any special, incidental, indirect or consequential damages whatsoever.

SUITABILITY. Buyer shall be solely responsible for determining the suitability of the goods for its own purpose, and any advice or assistance provided by Seller shall be accepted by Buyer at its own risk. Buyer acknowledges and agrees that any technical advice or assistance provided by Seller shall not in any way create a warranty by Seller, or modify, expand or change this Agreement, and Seller assumes no obligation or liability for any advice or assistance given or the results obtained by Buyer. Buyer assumes all risk and liability for results obtained by use of the goods, whether used alone or in combination with other products.

PRODUCTS LIABILITY. Buyer shall indemnify, defend and hold Seller harmless from and against any loss, liability, damage and expense (including attorney fees) which in any manner may arise or result from, or be alleged to have arisen or resulted from, Buyer's or any third party's use or misuse of the goods sold hereunder. Buyer shall be solely responsible for compliance with any laws regulating use of the goods.

FORCE MAJEURE. Seller shall not be liable for any failure of performance under this Agreement if such failure is occasioned by war, labor shortage, materials shortage, fire, flood, wind or by any act of God, or by any other cause beyond the control of Seller.

ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties with respect to the transaction contemplated herein and supersedes all previous written or oral negotiations, commitments and writings. No promises, agreements, representations or warranties with respect to said transactions have been made by the parties except as set forth herein. Any provisions of any document provided by Buyer or any other document which is inconsistent with the foregoing shall be of no force and effect.

FOB SELLER'S DOCK. FOB our dock. The buyer pays costs of freight, insurance, and unloading from our docks to the final destination. The buyer assumes all risk after the goods are loaded at the seller's dock.

GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Wisconsin, exclusive of Wisconsin's conflict of law provisions. Any and all claims or disputes regarding this Agreement, the rights and remedies of the parties hereunder, and all related actions or counterclaims shall be initiated and/or prosecuted exclusively in the Milwaukee County Circuit Court, Milwaukee, Wisconsin. The parties further agree to submit to the jurisdiction of said courts.

MISCELLANEOUS. This Agreement shall bind and benefit the parties and their respective successors and permitted assigns. Each party warrants to the other that it has the authority to enter into this Agreement and that all necessary corporate or other approvals have been obtained. Each provision of this Agreement shall be considered severable, and the invalidity of one provision shall not affect or impair the operation of any other provision of this Agreement. The failure of a party to insist on strict performance of this Agreement by the other shall not be construed as a waiver of the right to insist or such performance and no waiver by a party of any breach shall be deemed a waiver of any other prior or subsequent breach.

Enviro-USA™, LLC. is devoted to providing unrivaled customer service and technical support to our customers. We guarantee that our products are of the highest quality in workmanship and detail. If you obtain a faulty product, or one that does not work as promised, please call our Customer Service Department at **(+1) (321) 222-9551** and we will take immediate action to resolve the issue. Apart from anything stated in this paragraph, all guarantees of Enviro-USA™ are limited by and subject only to the conditions of the LIMITED WARRANTY STATEMENT.

ORDER CANCELLATION:

CUSTOM PRODUCTS: cancellation fees of 30% of the transaction or a minimum of $100, whichever is greater will apply – as well as any additional costs for raw materials and resources committed to the order. Cancellation fees apply regardless of shipment status. **Custom-manufactured or special-order items are non-returnable and non-refundable unless defective or otherwise covered under warranty. No exceptions.**

STANDARD GOODS: Order cancellation fees may apply for orders cancelled. Cancellation fees are 30% of the transaction or a minimum of $100, whichever is greater. Cancellation fees apply regardless of shipment status.

DAMAGED GOODS AND RETURNS:

If a product is damaged in transfer, the Purchasing Party must NOTATE THE BILL OF LADING PRIOR TO THE CARRIER'S REPRESENTATIVE LEAVING THE PREMISES. PHOTOS or VIDEO of damaged goods will assist in filing a claim with the carrier. The claim is to be filed by the party who arranged freight and must include a copy of the notated bill of lading and photos of damage.
Claims for damage or errors in shipping must be reported within one (1) business day following delivery, by the Purchasing Party. The Purchasing Party shall have five (5) business days from the date the Purchasing Party receives any products to inspect such products for defects or nonconformance which are not due to damage, shortage or errors in shipping and notify Enviro-USA™ of any such defects, nonconformance or rejection of such products. Shortage claims or other such errors must be made supplied in writing to Enviro-USA™ within five (5) business days after receipt of shipment, and failure to do so or to give such notice shall constitute unqualified acceptance and a waiver of all such warrantees or guarantees by the Purchasing Party. After such acceptance, the Purchasing Party shall have no right to reject the products for any reason or to revoke acceptance. The Purchasing Party hereby agrees that five (5) such business days is a reasonable amount of time for inspection and revocation. The Purchasing Party shall have no right to order any modifications to any product previously ordered by the Purchasing Party or its representatives or cancel any order without Enviro-USA™'s written consent and payment to Enviro-USA™ of all charges, expenses, commissions and reasonable profits owed to or incurred by Enviro-USA™. **Specially fabricated or custom products may not be returned in any case and no refund will be made**. The exclusive remedy for damaged merchandise said to be defective in craftsmanship or material will be the replacement of the product subject to the manufacturer's inspection and warranty and subject to the terms of the LIMITED WARRANTY set forth in terms and conditions on our website as noted above.

RETURNS:

ALL RETURNS MUST BE AUTHORIZED BY GEI WORKS. If you would like to return a product, please contact Customer Service at **(321) 222-9551** for directions. **ALL RETURNS MUST INCLUDE AN RMA NUMBER**. Any unused goods that are stocked by Enviro-USA™ may be returned within 30 days for refund, exchange, or credit. The product cannot have been used, modified, repaired, altered, damaged, installed, or reconditioned in any way. The Purchasing Party is responsible for any and all shipping costs both ways. A restocking charge of 20% will be applied for accepted returns. Any goods returned after 45 days from ship date will not be accepted. The Purchasing Party may return a Enviro-USA™-stocked product ONLY if it is in new condition, suitable for resale in its original, undamaged packaging and containing all of its original parts. The Purchasing Party will be charged a deduction for any goods that are not returned in this condition, if the return is accepted, deduction charges are not to exceed the cost of putting the product in a salable condition. Items that are not kept in stock will be returned only if the Manufacturer agrees to the return, refunds on such returns will be processed according to the manufacturer's terms. Please request a copy of the manufacturer's return policy prior to purchase. No refunds will be made on any product that is custom, specially manufactured, or built to order. Enviro-USA™ reserves the right not to accept any return which is not in compliance with the above. Any products that are returned without the proper Enviro-USA™ issued authorization form may result in your credit being denied or delayed. All products must be returned with duties or taxes paid (if applicable), prepaid freight and no COD or Freight Collect shipments will be accepted.

WARRANTY

1 Year Limited Warranty for Manufactured Goods

Enviro-USA™ manufactured products are warranted against defects in material and/or workmanship for a period of one year ("warranty period") from date of delivery. Enviro-USA™'s vendor or its authorized agents will repair, replace or adjust defective materials and/or workmanship at its facility. Purchaser must transport or ship product back to vendor facility at purchaser's expense for review and any repairs or replacement covered by this limited warranty.

To be covered by this limited warranty, defects must occur in workmanship or materials during the warranty period. Natural occurrences, disasters, weather, or use of the product in manners or conditions for which the product is not intended, nor recommended, are not covered by this limited warranty expressly or implied.

Written notification must be made to Enviro-USA™ within 10 days of when defect is discovered. Notification must include circumstances of defect, product shipping information, invoice number, date of purchase, digital pictures and/or video for quick evaluation, and any other pertinent information.

Neither Enviro-USA™, its vendor or authorized dealer is responsible for time lost, inconvenience, additional costs incurred, or for any other incidental or consequential damages experienced due to the defect, or time to resolution. Enviro-USA™ liability is limited to the cost of repair or replacement, at Enviro-USA™ discretion.

Enviro-USA™, its vendor or authorized dealer neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with this limited warranty.
If you have questions concerning this limited warranty please contact:

Enviro-USA™
2725 Kirby Circle NE, Bldg 2-A
Palm Bay FL 32905
(321) 222-9551
info@enviro-usa.com

www.enviro-usa.com