

EOS Remediation, LLC

TERMS AND CONDITIONS

GENERAL

Acceptance: The products specified on the order acknowledgement and/or invoice (the "Product") are offered by EOS Remediation, LLC, ("Seller" or "EOS Remediation") only to the buyer identified thereon ("Buyer"), only at the prices specified thereon, and only under the terms and conditions of sale stated herein. Seller hereby gives notice of its objection to any different or additional terms and conditions other than those set forth herein.

Confidentiality: In the event that trade secrets, EOS® Product formulations or proprietary information of EOS Remediation are disclosed to the Buyer; the Buyer agrees to keep this knowledge or information confidential and the Buyer shall not disclose such confidential and/or proprietary information to a third party(ies), person(s), corporation(s) or employee(s) of such entities without prior written permission from EOS Remediation. The Buyer further agrees not to use such knowledge or information to develop products or assist a third party(ies), person(s), corporation(s) or employee(s) of such entities others in development of products that could compete with EOS® Products or with EOS Remediation.

"Reverse Engineering": The Buyer agrees not to perform actions that could enable the Buyer, a third party(ies), person(s), corporation(s) or employee(s) of such entities to duplicate, reformulate or imitate the EOS® Product sample(s).

Unavoidable Circumstances: Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including but not limited to acts of God, fires, strikes, flood, epidemic, war, riot, delays in transportation, or inability to obtain necessary labor, materials, components or services through normal supply channels at normal prices. In any such event, Seller may, at any time and from time to time, postpone the delivery dates under this contract or make partial delivery or cancel all or any portion of this and any other contract without further liability to Buyer. Seller shall give reasonable notice to Buyer, but notice shall not be a prerequisite to Seller's rights or relief as set out herein. Partial cancellation shall not affect Seller's right to payment for any Product delivered.

Payment Terms and Collection Charges: Sales are made to Open Accounts, only if requirements are met; otherwise, cash in advance. Terms for approved Open Accounts are net 30 days from the date of invoice unless otherwise agreed. Any amounts not paid are subject to a late charge of one and one-half percent per month or the highest amount allowed by law, whichever is less, whether before or after judgment. Buyer shall pay all costs of collection including reasonable attorney fees.

Taxes and Other Levies: As a result of the United States Supreme Court 2018 Wayfair Ruling, Seller's requirement to collect state and local sales tax in the location of the delivery address may change between date of quotation and order shipment. Unless Buyer provides Seller a resale exemption or direct pay certificate* with the purchase order, the invoice will reflect any sales tax EOS Remediation is required to collect by local law at date of shipment. Buyer shall be responsible for paying all other taxes, customs, and import duties directly, and shall indemnify and hold Seller harmless from any claims arising therefrom. For Buyer's convenience, estimated state and local sales tax are reflected on the quotation for budgeting for either direct payment or payment to Seller.

*Goods purchased to be resold in the same form in which they are purchased may qualify for a resale exemption which removes the requirement to pay sales tax. Buyer is responsible for paying sales tax directly in all jurisdictions where EOS Remediation is not required to collect sales tax and may choose to pay sales tax directly in any jurisdiction.

Location, Governing Law, Jurisdiction and Construction: The contract of sale shall be deemed to have been concluded in North Carolina. Except where in conflict with International and United States law, this agreement shall be governed by the laws of the State of North Carolina. All prior understandings of the parties, whether oral or written, are incorporated herein, and no changes may be made except in writing signed by the party against whom enforcement is sought. In the event of conflict between this document and any terms, conditions or other qualifications provided in the Buyer's purchase order or other documents, this document shall control. If any portion of the Limited Warranty or these Terms and Condition are determined to be unenforceable, then the remainder shall be enforced without the unenforceable portion. To the extent permissible by law, the parties agree that any unenforceable provision shall be interpreted and rewritten to achieve the parties' intent. Unless otherwise agreed, all matters shall be heard in the Superior Court of Wake County, North Carolina.

SALES

The sales of all Products sold by EOS Remediation are subject to the following Limited Warranty and Other Terms and Conditions.

Limited Warranty

Seller warrants that the Product sold is as specified on the order acknowledgement and/or invoice. Seller makes no other warranty of any kind respecting the Product, and expressly disclaims all other warranties of whatever kind respecting the Product, including all warranties of merchantability and fitness for particular purpose. Buyer's sole remedy for breach of this limited warranty shall be refund of the purchase price of any unused product, provided that any unused portion of the Product is promptly returned to Seller. Under no circumstances will Seller be liable for any consequential or other damages. Notice of defect or other breach shall be given to Seller by Buyer in accordance with the terms of the Uniform Commercial Code as adopted in North Carolina.

Other Terms and Conditions

Resale and Other Use: Buyer agrees to transmit a copy of these Terms and Conditions set forth herein to any and all persons to whom Buyer sells, or otherwise furnishes the Products and/or services provided Buyer by Seller and Buyer agrees to indemnify Seller for any liability, loss, costs and attorney's fees which Seller may incur by reason, in whole or in part, of failure by Buyer to transmit the Terms and Conditions as provided herein. Seller disclaims to the full extent permitted by law all warranties, expressed

or implied, including any implied warranty of merchantability, fitness for any particular purpose or against infringement, to any person other than Buyer. Where warranties to a person other than Buyer may not be disclaimed under law, Seller extends to such a person the same warranty Seller makes to Buyer or lessee as set forth herein, subject to all disclaimers, exclusions and limitations of warranties, all limitations of liability and all other provisions set forth in this Limited Warranty and Other Terms and Conditions.

Buyer's Responsibility and Indemnity: By purchasing the Products from Seller, Buyer represents and warrants that it, its agents, subcontractors and other parties which may utilize the Products recognize the risks inherent to the use of the Products and that all appropriate personnel are trained and knowledgeable in the proper use and application of the Products purchased. Instructions, technical advice, or other information provided by Seller are provided as guidelines for the convenience of Buyer only and should not be construed as substitute for appropriate engineering and geologic design by qualified professionals. Requirements for use and the effectiveness of the Products will vary according to the specific circumstances and Seller shall not be responsible for the effectiveness of the Product, including, but not limited to, the prevention of the spread of environmentally hazardous material. Buyer agrees to defend and indemnify Seller of and from any and all claims or liabilities asserted against Seller in connection with the manufacture, sale, delivery, resale, or repair or use of any goods covered by or furnished hereunder arising in whole or in part out of or by reason of the failure of Buyer, its agents, servants, employees or Buyers to follow instructions, warnings or recommendations furnished by Seller in connection with such goods, by reason of the failure of Buyer, its agents, servants, employees or Buyers to comply with all federal, state and local laws applicable to such goods, or the use thereof, including the Occupational Safety and Health Act of 1970, or by reason of the negligence of Buyer, its agents, servants, employees or Buyers. Buyer is solely responsible for disposal of unused Product and container(s) (e.g. drum, tote, bucket, etc.) in accordance with all applicable federal, state and local regulations.

Changes: Seller reserves the right to change Product specifications and formulations without notice and without liability for such changes.

Returns: All Sales Are Final. No exchanges unless notated otherwise. Returns, with EOS Remediation approval, including those for warranty consideration must be shipped prepaid. Freight collect returns will not be accepted. Minimum restocking charge is 40%. Goods must be in original container, sealed and palletized condition to be considered for restocking.

Shipping and Handling: Freight, shipping and handling rates are highly variable and are subject to change with or without notice. Freight and shipping rates quoted are applied on the date of the quotation and are considered expired after the quotation issue date. Upon placing an order the Buyer is strongly encouraged to request a revised quotation with current freight rates.

Lift gate service can be provided if written advanced notice is given to the Seller. Not all delivery trucks are equipped with special equipment such as lift gates and pallet jacks. Special equipment may not be included during delivery unless prior arrangement has been made and confirmed by Seller in writing. Buyer is responsible for off-loading and staging of delivered drums, totes, bulk loads, pails and other ordered products from the Seller. Upon shipment all product containers and contents are Buyer's owned property and responsibility.

Conditions for Use: The use of monitoring wells for the introduction of products into the subsurface is not advised. However, if the design professional intends to use wells, the potential of permeability loss within the well filter pack and or screen blockage may be minimized by removing the diluted product from the well or flushing the well with the injection of additional (chase) water. Even with adequate flushing, some aquifer materials may be susceptible to reductions in hydraulic conductivity after injection that may affect use of the monitoring well for future sample collection or subsequent injections.

BAC-9™ Keg Rental and Supplies: Buyer agrees to reimburse Seller \$450 for any supplied coolers and kegs provided with each BAC-9™ order and not returned within 30 days of receipt. Orders of greater than 19 liters; the culture will be concentrated up to approximately 10-fold prior to shipping. The concentration factor will be written on a hang-tag provided with each keg upon delivery. Pre-paid return shipping label, quick connects, with hose barbs for ¼" ID tubing and instruction manual are included with the each order. Buyer must supply their own tubing, inert-gas (i.e. nitrogen) cylinder and regulator as these items are not included in the order.

Patent protection: Products offered by EOS Remediation are protected under the following patents and licenses; US 6,398,960; RE40,448; RE40,734; 8,845,232; 9,393,602; 7,531,709; 7,129,588. CA 6,398,960. Royalties may be applied to invoices separately.