



TERMS AND CONDITIONS

Last Updated: November 6, 2025

1. DELAYS

AquaShield, Inc. will not be liable for any delay in the performance of order or contracts or in the delivery or shipment of goods, or for any damages suffered by Purchaser by reason of such delay not shall the order be subject to cancellation, when such delay is directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) beyond the control of AquaShield, Inc. It is not feasible for AquaShield, Inc. to hold equipment within its facilities beyond the scheduled completion date. If Purchaser cannot accept delivery on the scheduled delivery date, AquaShield, Inc. will, if circumstances permit, arrange for storage of the equipment for a reasonably limited period of time provided that Purchaser remits full payment for the equipment plus cost of storage. Risks incident to storage shall be assumed by Purchaser. Unless otherwise stated, in the event shop approval and release to manufacture is delayed beyond three (3) months from placement of PO at no fault of AquaShield, Inc., AquaShield, Inc. reserves the right to cancel, alter the delivery dates and/or charge Buyer for any cost increases.

2. CANCELLATION

Cancellation or suspension of order will be accepted only upon terms which reimburse AquaShield, Inc. for costs incurred plus normal mark-up, and must be agreed to in writing by an officer of AquaShield, Inc.

3. EQUIPMENT CHANGES

Equipment furnished shall be in accordance with the general arrangement and other specifications quoted by AquaShield, Inc. and will be made only with the consent of AquaShield, Inc. and on terms acceptable to AquaShield, Inc.

4. CLAIMS

After AquaShield, Inc. has released the equipment to the carrier, the carrier is responsible for its safe and complete delivery to the Purchaser or Owner. It is consignee's responsibility to inspect and accept the goods and to promptly report to the carrier and AquaShield, Inc. any shortages, damages, or other problems that might arise that will unfavorably influence the installation and/or operation of this equipment. Any of these conditions must also be noted on the carrier's receipt.

5. SPECIFICATIONS

AquaShield, Inc. equipment and accessories are all designed in good faith with the intent of complying with applicable domestic specifications existing at the time of quotation. AquaShield, Inc. shall not be responsible for any failure to comply with such specifications which results from non-conforming location, operation, use, or maintenance of the equipment or from alteration of the equipment not authorized by AquaShield, Inc., or from any option or accessory to the equipment which was available to the Purchaser or Owner but omitted at his direction, or from any design or instructions furnished by Purchaser or by Owner. Any liability to AquaShield, Inc. for violations of codes shall be limited to modifications or replacement of the equipment so that it complies with the codes. AquaShield, Inc. shall not be liable for any fines, penalties, or consequential damages. AquaShield Inc. price does not include the cost of inspection, permits, or fees related to verifying compliance with codes, regulations, standards, or specifications.

6. BACK CHARGES

Back charges will not be accepted by AquaShield, Inc. unless they have been approved in advance in writing by an officer of AquaShield, Inc.

7. INDEMNIFICATION

Purchaser shall indemnify and hold AquaShield, Inc. harmless from all damages, liability, and expense (including reasonable attorney's fees) arising out of claims or lawsuits of third parties based on or involving the equipment or its use, handling, or operation.

8. LIMITATION OF LIABILITY

AquaShield, Inc.'s liability, however arising with respect to any of the obligations which it may have assumed by reason of the performance of the work, is specifically limited as provided herein, and in no event shall AquaShield, Inc., its employees, agents, and/or subcontractors be liable for any special, indirect, or consequential damages whatsoever, including without limitation, any delays or loss of time in putting the system into operation, or any delays or loss of time to other parts of the project, or loss of production, or products, chemicals, utilities, etc. Under no circumstances shall AquaShield, Inc.'s total liability for any cause, including without limitation tort, performance guarantee, contract, warranty (expressed or implied), strict liability, or otherwise arising out of this Agreement, exceed the lesser of the actual loss, harm, or damage, or 15% of the original purchase price of the involved equipment or system sold by AquaShield, Inc. to this purchaser.

9. ARBITRATION

Any controversy or claim arising out of or relating to the performance or breach hereof that cannot be settled by the officers of each party shall be settled by arbitration in accordance with the then current rules and procedures of the American Arbitration Association - International Centre of Dispute Resolution. AquaShield, Inc. shall have the right and option, in its sole discretion, to pursue

arbitration in either the Atlanta regional office of AAA-ICDR or in a AAA-ICDR office located in any jurisdiction in which Purchaser may be located.

10. WARRANTY

AquaShield Inc. assumes responsibility up to the amount paid for the system in the event of material or workmanship defects for a period of twelve months from the date of delivery. Failure to install AquaShield™ systems according to the installation specifications may void manufacturer's warranty.

11. TARIFFS

The prices outlined in this Quotation are based on current tariffs and import duties applicable at the time of Quotation. In the event of any changes, increases, or new impositions of tariffs and/or import duties that affect the cost of goods or services provided under this Quotation, Seller reserves the right to adjust the agreed-upon prices accordingly. The adjustment will reflect the tariffs and/or import duties and any related fees and charges on the cost of the affected goods or services. Seller will provide written notice to the Purchaser of any such changes and the adjusted prices will take effect immediately and shall apply to all goods or services ordered/delivered thereafter.