

TGBAR, INC.
TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE.

These Terms and Conditions of Sale ("**Terms and Conditions**") shall apply to any sale of TGBAR, Inc. ("**Seller**")'s products ("**Products**") to any buyer ("**Buyer**") whether pursuant to a supply agreement, purchase order, or any other sales document (collectively "**Order**"). If these Terms and Conditions differ in any way from the terms and conditions of any Order or if these Terms and Conditions are construed as an acceptance or as a confirmation acting as an acceptance, then 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 SUCH ORDER. Further, these Terms and Conditions shall be deemed notice of objection to such terms and conditions of Buyer. If these Terms and Conditions are construed as an offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. In any event, Buyer's acceptance of the Products shall manifest Buyer's assent to these Terms and Conditions. No addition to or modification of these Terms and Conditions will be effective unless agreed to by Seller in writing.

2. TERMS OF PAYMENT; PRICING.

(a) All payments for Products are due thirty (30) calendar days after date of invoice. Invoices will be dated as of the date of shipment. Seller, in its sole discretion, may charge a service charge on any unpaid balance beginning thirty-one (31) calendar days after date of invoice at the lower of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate permitted by law.

(b) Buyer hereby grants to Seller a security interest in all Products and in all proceeds thereof, until the complete purchase price and all additional costs and charges are paid by Buyer. At the request of Seller, Buyer hereby agrees to execute such documents reasonably required to perfect Seller's security interest in the Products.

(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.

3. OTHER CHARGES.

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

(b) 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 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.

4. DELIVERY; TITLE AND RISK OF LOSS.

(a) All delivery dates are estimates only.

(b) 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 facility.

5. CREDIT.

Seller reserves the right in its sole judgment to require satisfactory security 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, or Seller may cancel the unshipped portion of the Order without any liability on the part of Seller for failure to ship.

6. 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, floods, compliance with any federal, state, or local laws, regulations, orders or policies, pandemics, epidemics, or delays in transit or delivery on the part of transportation companies. In such event, Seller may, at its option, be excused from performance or allocate deliveries as Seller, in its sole discretion, deems appropriate.

7. SOLE AND EXCLUSIVE WARRANTY.

(a) Seller warrants that the Product (excluding the sensors which are part of the Products) will be free of defects in material and workmanship for a period of six months from date of shipment by Seller ("**Warranty Period**"). In the event of breach of the warranty during the Warranty Period, Seller, at its option, will repair or replace the defective Product, or provide a refund of the purchase price paid by Buyer for the defective Product. Such repair, replacement, or refund shall be Seller's sole and exclusive obligation and Buyer's sole and exclusive remedy for a warranty breach. The above warranty does not cover any defect arising from wear-and-tear (e.g. relays, pumps, hoses, connections, valves, and electrodes), willful damage, negligence, abnormal working conditions, failure to follow Seller's instructions (whether oral or in writing), incorrect storage or handling, misuse, or alteration or repair of the Products without Seller's prior written consent.

(b) Sensors are excluded from the warranty set forth above. The life span and performance of sensors is dependent on the installed use case and water quality characteristics of the sample water (e.g. temperature, handling, conductivity). Any replacement of a sensor shall be at the sole discretion of Seller.

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(c) In the event a Product requires review for a potential warranty claim, the Product shall be returned to Seller, at Buyer's cost, for analysis.

(d) SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY TECHNICAL INFORMATION OR OTHER SERVICES PROVIDED BY SELLER WITH RESPECT TO PRODUCTS AND THE USE OF SUCH PRODUCTS (COLLECTIVELY "**SERVICES**"). Product literature, brochures, specifications, price sheets, or other similar documentation provided by Seller, or available on the Seller's website, is strictly for the convenience of the users and potential customers, and shall not be deemed to be part of any these Terms and Conditions.

(e) THE WARRANTIES SPECIFIED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES TO BUYER FOR THE PRODUCTS (INCLUDING ALL SOFTWARE WHICH IS PART OF THE PRODUCTS) AND SERVICES. SUCH WARRANTIES ARE NONTRANSFERABLE, 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 OR SERVICES SUPPLIED HEREUNDER EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE APPLICABLE PRODUCTS OR SERVICE, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY.

9. SOFTWARE AND DATA.

(a) Upon delivery of the Products, Seller grants to Buyer a non-transferable, non-exclusive license to use the software provided by Seller as part of the Products ("**Software**") in compliance with the restrictions set forth herein. Buyer agrees: (i) to use the Software only as part of the hardware which is part of the Products; (ii) not to reproduce, modify or attempt to modify the Software; and (iii) not to attempt to decompile or reverse engineer the Software in any respect.

(b) Buyer hereby acknowledges and agrees that the Software will collect certain data files from the operation of the Products ("**Product Data**"). Nothing herein or in the parties' dealings arising or related to this Agreement will restrict Seller's right to use the Product Data for any purpose, including but not limited to making improvements to the Products, without compensating or crediting Buyer or any of its customers. Use of Product Data by Seller shall not be a breach of any confidentiality provisions between Buyer and Seller provided that Seller not identify the source of the Product Data to any third party.

10. TERMINATION.

(a) Seller may terminate this Order immediately by written notice to Buyer without liability or further obligation hereunder if Buyer breaches any provision, term or condition of the Order (or Seller anticipates such breach) including these Terms and Conditions, and Buyer shall be liable for all damages, losses and liability that Seller incurs directly or indirectly resulting from Buyer's breach.

11. INFORMATION.

Catalogs, circulars and similar pamphlets of the Seller are issued for general information purposes only and shall not be deemed to modify the provisions hereof or create any warranties.

12. GENERAL.

(a) This contract of sale may not be assigned by Buyer without the prior written consent of the Seller.

(b) This Agreement shall be governed by the substantive laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. All suits, actions, or other proceedings arising out of or relating to the Order shall be brought only in the federal and state courts located in Allegheny County, Pennsylvania.

(c) 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

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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.

(d) These Terms and Conditions contain the exclusive statement of the terms and conditions between Buyer and Seller as to the sale of Products under an Order, and these Terms and Conditions may only be modified by a writing signed on behalf of Buyer and Seller by their respective, duly authorized representatives.