

SnowPure

High Technology Water

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TERMS AND CONDITIONS

The following Terms and Conditions apply to products purchased through SnowPure LLC, its parent, subsidiaries, divisions, and their affiliates, ("SnowPure") and are subject to the condition that the Customer has been expressly Qualified by SnowPure in the design, installation, use, and service of the products. The Terms and Conditions contained herein may be modified only by express, written consent of SnowPure.

SNOWPURE'S COMMITMENTS TO ITS CUSTOMER:

- A. The products when shipped will meet SnowPure's quality and performance specifications, and
- B. The products will be fit for the ordinary uses explicitly identified in SnowPure's current product literature.

CUSTOMER'S COMMITMENTS TO SNOWPURE:

- A. The Customer acknowledges that it is responsible for the safe selection, handling, storage, system design, installation, and use of SnowPure's products. Customer warrants that it will:
 - a. familiarize itself with, and follow, recommendations contained in product information supplied by SnowPure at any time;
 - b. follow safe handling, use, storage, system design, installation, and use practices and ensure that all employees, contractors, agents, and customers follow these practices;
 - c. indemnify SnowPure against any claim, loss, liability and expense (including reasonable attorneys' fees) on account of any damage to property or injury or death of persons (including Customer's employees) arising out of Customer's handling, storage, design, installation, or use of the products or the failure of Customer to comply with any of the obligations set forth in this Section;
 - d. in any action against SnowPure for personal injury or death of Customer's employees, expressly waive, as to SnowPure, the exclusive defense under any Workers Compensation Act if Customer failed to comply with any of the obligations set forth in this Section;
 - e. comply with all federal, state, and local laws, rules and regulations concerning the export, system design, installation, and use of SnowPure's products.
- B. Customer warrants that it has received, and is familiar with, product information published by SnowPure, that it has used its own independent skill and expertise in connection with the selection and use of the products, and that it possesses skill and expertise in the selection, handling, storage, system design, installation, and use of SnowPure's products.
- C. Customer warrants that it has received, reviewed, and understands the SnowPure Limited Warranty provided with its EDI products and has had an opportunity to ask questions of, and receive answers from, SnowPure concerning the Terms and Conditions of such Limited Warranty or any other matters relevant to the proper safe handling, system design, installation, and use of SnowPure's products.
- D. If Customer requests the use of any design, trademark, tradename, or copyright published by SnowPure, or if SnowPure makes special products for Customer, Customer agrees to indemnify SnowPure against any claim, loss, liability and expense (including reasonable attorneys' fees) on account of the infringement or alleged infringement of any design, trademark, tradename, copyright or patent.
- E. Customer agrees to not resell SnowPure's products except as part of a complete system built by Customer for the end-user. Resale of products to unqualified OEM customers will result in retraction of Customer's Qualified status and will void all warranties on such products.
- F. Customer agrees that if exported, these commodities will be exported from the United States in accordance with U.S. Export Administration Regulations. Foreign Customers agree to abide by U.S. Export Regulations. Diversion contrary to U.S. law is prohibited. As an example, Customers may not resell SnowPure products or systems made with SnowPure products to Cuba, Iran, or North Korea.
- G. Customer will pay for the products on the terms described on the invoice. SnowPure, or its assignee, may charge the maximum interest allowed by law on all overdue amounts. If payments are not paid on time, or if SnowPure has reason to believe that Customers financial responsibility is unsatisfactory, SnowPure may defer shipments, accelerate due dates on all amounts owed, and/or require cash or other security. Customer agrees to pay all of SnowPure's collection costs (including reasonable attorneys' fees). SnowPure retains title to, ownership of, and to the extent permitted by law, the right to repossess its goods, until payment in full is made for such goods.