



ADVANCED  
BIOREMEDIATION  
SOLUTIONS

**ETEC, LLC  
GENERAL TERMS AND CONDITIONS**

**Dated: July 29, 2021**

1. Definitions. As used herein, “**Client**” refers to the party who accepts a proposal from ETEC, or in any other way enters into an agreement to rent or purchase goods and/or services which is confirmed by and made subject to these Terms and Conditions. “**ETEC**” means ETEC, LLC, an Oregon limited liability company. Client and ETEC may be referred to herein as “**Party**” in the singular or “**Parties**” in the plural. “**Purchase Order**” means the purchase order, electronic order, or any other order or agreement submitted by Client.

2. General Terms. These Terms and Conditions govern all, agreements, rentals, sales of goods, and/or provision of services (the “**Services**”) by ETEC to Client. ETEC agrees to supply the Services only upon the terms and conditions contained herein. ETEC’s acceptance of Client’s order and/or agreement to provide the agreed upon Services is expressly made conditional on Client’s acceptance of ETEC’s terms and conditions set forth herein. In the event that Client’s Purchase Order includes terms and conditions that differ from or are in addition to the following, such additional or different terms and conditions shall be considered mere proposals for modification which must be expressly accepted by ETEC in writing in order to become effective.

3. Proposals and Pricing. All prices and proposals for Services expire if not accepted within one hundred and eighty (180) calendar days from the date of issue, unless otherwise noted by ETEC in writing. Price extensions are for Client’s convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on ETEC. Prices shown do not include any sales, excise, or other governmental tax or charge payable by ETEC to federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Client shall reimburse ETEC for any such tax or provide ETEC with an acceptable tax exemption certificate. Requests for returns shall be evaluated on a case-by-case basis and may be subject to additional fees.

4. Commencement of Action. ETEC’s commencement of the Services shall constitute a firm contract on the terms stated in ETEC’s confirmation and the Terms and Conditions contained herein. ETEC’s confirmation of Client’s purchase order or other written agreement is not subject to any other terms and conditions unless such terms and conditions are set forth in an agreement signed by both ETEC and Client that reference and specifically amend these Terms and Conditions.

5. Representations and Warranties. ETEC WARRANTS THAT THE WORK PERFORMED UNDER ANY AGREEMENT WITH CLIENT WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. ETEC WARRANTS TITLE AND THAT ALL GOODS SOLD UNDER THIS CONTRACT WILL CONFORM TO ETEC’S STANDARD SPECIFICATIONS. THE GOODS AND SERVICES ARE OTHERWISE PROVIDED “AS IS” AND ETEC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT IS PURCHASING THE GOODS AND SERVICES WITH FULL ASSUMPTION OF THE RISKS ASSOCIATED WITH THIS DISCLAIMER AND ACKNOWLEDGES THAT THE PURCHASE PRICE HAS BEEN NEGOTIATED TO REFLECT THIS ASSUMPTION OF RISK. ETEC’S LIABILITY FOR ANY SUCH DEFECT IS LIMITED TO THE REPLACEMENT OF GOODS WITH RESPECT TO WHICH SUCH DEFECT IS CLAIMED, OR, AT ETEC’S OPTION, THE REPAYMENT OF ANY PORTION OF THE PURCHASE PRICE RECEIVED THEREFORE SUBJECT TO THE RETURN OF SUCH GOODS TO ETEC IN THE CONDITION IN WHICH THEY WERE ORIGINALLY SHIPPED.

6. Limitation of Liability. ETEC’s liability to Client on any claim, whether based on contract, warranty, tort (including but not limited to negligence, negligence per se, vicarious liability, etc.), strict liability, or any other claim that may arise with respect to the goods or services delivered hereunder, shall in no case exceed the purchase price of the Services or part thereof. In no event shall ETEC be liable to Client for any special, punitive, direct, indirect, pecuniary or non-pecuniary, incidental or consequential damages arising out of, or as a result of, the sale, delivery, non-delivery,

servicing, use or loss of use of the Services or any part thereof, or for any charges or expenses of any nature incurred, regardless of ETEC's negligence and Client agrees to indemnify and hold ETEC harmless from any and all such claims of damage by Client or others.

7. Indemnification and Hold Harmless. To the maximum extent allowed by law, Client agrees to defend, indemnify and hold harmless ETEC, its parent companies, subsidiaries, affiliates, and each of their respective employees, members, officers, directors, contractors, assigns and agents for any cost, expense, fee, fine, damage or other liability, including without limitation attorneys' fees and costs arising out of any actions, suits, claims, arbitrations, investigations, proceedings, demands and/or incidents ("Claims") in connection with or arising out of or are alleged to arise out of or in connection with ETEC's furnishing of the Services to Client under any Purchase Order or in any way related to the performance thereof excepting only those damages, liabilities or costs attributable to the negligence or intentional acts or omissions of ETEC, an agent or employee of ETEC.

8. Payment Terms. Unless otherwise agreed upon in writing by ETEC, all prices are denominated in US dollars (\$USD) and payment terms are net thirty (30) days from invoice. All Services are subject to ETEC's continuing approval of Client's credit. If Client's credit is not approved or becomes unsatisfactory to ETEC, then ETEC, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. ETEC may, in its sole discretion, apply Client's payment against any open charges. ETEC may exercise setoff or recoupment to apply to or satisfy Client's outstanding debt. Client shall have no right of setoff hereunder, the same being expressly waived hereby.

9. Confidentiality, Non-Disclosure, and Non-Use.

9.1 Definitions. As used in these General Terms and Conditions, "**Confidential Information**" shall mean:

- (a) any information that relates to the business, products, technology, customers, finances, plans, proposals, or practices of ETEC, including, but not limited to, studies, agreements, techniques, formulas, recipes, know-how, plans, and specifications for new products, research and development, inventions, marketing strategies, lists of ETEC's customers and suppliers, nonpublic financial information, budgets, leases, trademarks, copyrights and their use, status and applications, and any other part or aspect of ETEC's business and business opportunities;
- (b) any other information that ETEC designates either orally or in writing as "confidential" or "Confidential"; and
- (c) any information given to ETEC by a third party, or otherwise designated as being confidential by a third party.

The Confidential Information shall include information in any form in which such information exists, whether oral, written, film, tape, computer disk, or other form of media. The Confidential Information shall exclude any information that is or becomes part of the public domain. The Confidential Information shall be the sole and exclusive property of ETEC, shall be considered trade secrets of ETEC, and shall be entitled to all protections provided by applicable law to trade secrets.

9.2. Non-Disclosure and Non-Use of Confidential Information. Except with the prior written consent of ETEC, Client agrees to at all times:

- (a) hold the Confidential Information in the strictest confidence;
- (b) not disclose the Confidential Information to any person or enterprise, except to other employees of the Client on a "need-to-know" basis to the extent necessary for them to perform the duties of their contract with ETEC;
- (c) to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure;
- (d) not to use the Confidential Information in any manner except in connection with the Services or except with the prior written consent of ETEC; and
- (e) unless otherwise consented to by ETEC in writing or provided for in a separate agreement between the Parties, Client will not analyze for chemical composition any samples or materials that are the Confidential Information of ETEC, nor to allow or cause any such samples or materials that are the Confidential Information of Discloser to be released to third parties for analysis, nor in any manner attempt to reverse engineer any such samples or materials that are the Confidential Information of ETEC.

10. Arbitration. Any dispute, controversy, or claim arising out of or in connection with or relating to this Agreement or any breach or alleged breach hereof, will, upon the request of any party involved, be submitted to, and settled by, arbitration in Vancouver, Washington, pursuant to the JAMS rules of arbitration. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction.

11. Governing Law and Venue. The laws of the State of Washington, without consideration of its conflict of law principles, govern all matters arising out of or relating to this contract, including, without limitation, its interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue in any litigation, including the validity of the arbitration provisions herein, shall lie in the state and federal courts of Clark County, Washington.