

Pure Effect, Inc.

Terms and Conditions

The following is a binding contract between you the Purchaser of goods and services ("Purchaser") and Pure Effect, Inc., the seller or provider thereof ("Seller"). By agreeing to purchase or otherwise receive any goods or services from Seller, you are further agreeing to be legally bound by the following terms and conditions.

TERMS AND CONDITIONS: These terms and conditions of sale shall apply to any and all rentals and equipment, services, goods or products manufactured, distributed or sold by Seller unless otherwise specified in a writing signed by both by the Seller and the Purchaser.

DELIVERY: Any and all goods and equipment sold, leased or otherwise provided hereunder shall be delivered Free On Board at Seller's warehouse in Orange, CA 92868. Availability and/or delivery dates specified in any quote are approximate, unless specified as binding. Availability and/or delivery performance is dependent upon Seller's prompt receipt from the Purchaser of all specifications, final approved drawings and any other details essential to the proper execution of the Purchaser's order. Upon notification of readiness of Equipment by Seller, Equipment shall be promptly be made available for delivery to Purchaser. Such storage shall be entirely at the Purchaser's risk. Payment terms tied to notification of readiness or delivery, shall apply. Unless otherwise agreed upon between the parties, Purchaser shall have the sole responsibility of choosing the carrier and routing from Seller's manufacturing facilities to the final destination and all costs of freight including any fuel surcharges and insurance fees.

Transportation rates quoted on rental equipment are provided as estimates only. Purchaser will be billed according to the actual time accumulated "Portal to Portal" (round trip) for each delivery/mobilization and again on each pick up/demobilization. These rates are calculated as based on being provided during normal business hours, namely, 7am to 5pm on standard business days. Night, weekend and holiday rates are higher.

EQUIPMENT: Statements regarding the compatibility of any Equipment made by Seller's personnel or contained herein are based upon information from material suppliers and careful examination of available published information and are believed to be accurate. However, since the resistance of metals, plastics, and elastomers can be affected by concentrations, pH, temperature, presence of other chemicals and other factors, this information should be considered only as a general guide. Ultimately, the Purchaser must determine the suitability of the Equipment used in various situations after taking into consideration all relevant factors.

WASTE MANAGEMENT SERVICES: Customer agrees that the responsibilities of Seller under this agreement is only to merely coordinate the pickup and delivery of the low-level hazardous or non-hazardous substances, waste, soils, water or debris from the customer's site location to the customer designated treatment, storage and disposal facilities (TSDF) as set forth in the waste profile. Customer acknowledges that Seller has no independent discretion with regards to the selection of the TSDF or the Transporter, and therefore, at no time shall the ownership of the waste ever be transferred from the applicable Purchaser and/or customer to the Seller. Purchaser further agrees that at all times, it shall be solely responsible to obtain, maintain, and pay for any and all permits, licenses and handling fees as may be required as are associated with the Purchaser and/or customer's ultimate waste generation and disposal.

SPECIALTY MEDIA: Specialty media on rental applications are provided at a flat rate to Purchaser "loaded" into vessels unless as otherwise noted on the applicable final specified contract terms. On completion of the project, Purchaser shall at all times remain responsible for emptying and disposing of any and all used sand, gravel, carbon or other media. Sand filters, cartridge filter units, tanks, pumps, pipe hose and fittings shall be emptied, rinsed, cleaned and reasonably free clean of all solids and liquids. Purchaser acknowledges that all new and used media is the sole property of Purchaser.

Any and all spent specialty media is purchased by the Purchaser and will be subjected to further disposition facilities acceptance testing by Seller. In addition, Seller may periodically retest the spent specialty media to ensure that it remains acceptable for disposition. If periodic spent specialty media testing determines the spent media is unacceptable for designated disposition, Seller may provide Purchaser with alternate disposition facility options which may affect service pricing. Purchaser will promptly provide any information as may be required by Seller relative to evaluating spent media acceptance. Seller reserves the right to reject any and all disposition facilities if, in its judgment, such media is unsuitable for the designated disposition facility. Seller reserves the right to dispose of the spent media at any disposition facilities where spent media acceptance exists.

All purchases of specialty media are non-refundable once delivered or otherwise provided to Purchaser.

CLEANING OF EQUIPMENT: Seller's rental equipment is rated according to its proposed application and will be delivered to Purchaser clean, free of any deposits or fluids and are expected to be returned in the same condition. Depending on the use for which the equipment was rented, this may mean simply a wash out with a high pressure hose. In some cases a steam wash with detergent/solvent may be required. In some cases where no facilities are available for on-site cleaning, Seller can often help with recommendations for outside cleaning firms. In the case of specialty media equipment rental, Seller can perform cleaning if contracted by purchaser for service at an additional fee. For the safety of Seller's driver, it is asked that all valves be opened, cleaned and left in the open position. Equipment must be free of fluids and/or deposits prior to pick up to allow for transportation of equipment over the highway.

DRY RUNS: A dry run is charged when Seller is requested to pick up rental equipment because the rental equipment is still dirty, blocked by other equipment, in an impassable location, or otherwise not removable by Seller's driver. In such a case where the equipment cannot be reasonably removed due to such site conditions, the Purchaser will be responsible for, and shall continue to accrue rental charges until all equipment can reasonably be removed by Seller.

EQUIPMENT PERFORMANCE: Purchaser acknowledges that the Seller's equipment, rental or sale is sized by the purchasers provided specifications. Changes in influent and/or flow rates may result in a complete system change(s) which may involve increase costs or be completely outside the realm of Seller's equipment capabilities. Purchaser agrees to provide its own on-site employees to be trained by Seller for operation of the equipment. Purchaser acknowledges that Seller's equipment can range from manually operated to fully automated. No matter what type of set up is selected, Purchaser must be sure to check on its operation at least 1-2 times per every 6 hours of operation. This is essential to confirm that pumps are fueled regularly (diesel pumps or generator with electric submersibles) and filter units are operating properly. Some minor adjustments may be necessary and will be responsibility of the purchaser. Purchaser agrees that any and all required service calls and calls for repairs, other than inherently defective equipment-related issues shall be billed by Seller at the Seller's current prevailing rate, which is currently set at \$85.00 per hour.

SET UP COSTS: Any and all set up costs (which include influent and effluent lines) are the responsibility of Purchaser unless specifically included in Seller's approved bid quotation. Changes in site conditions will be billed at Seller's current prevailing rate, including its actual labor time, materials and actual costs or fees used or incurred. If electric submersible pumps are used on this project, then 480/3- phase power (or generator equivalent in size) must be supplied by Purchaser. Purchaser must also provide one or more qualified licensed electricians to install the final wiring to any and all pumps, control boxes and power sources.

Customer is responsible for satisfying all Federal and State regulations and permits pertaining to the discharge of treated water and/or air. It is the Purchaser's sole responsibility to assess that satisfactory water and air quality requirements have been met and to open the system to full discharge.

RENTAL PERIOD AND CALCULATION OF CHARGES: Rental charges commence upon shipment of the equipment from the Seller's warehouse and end when the equipment is fully returned to Seller. Purchaser acknowledges responsibility to pay any and all costs for installation, demobilization and return. All installation costs are billed at actual labor time, materials and costs incurred unless

otherwise indicated. Purchaser agrees to provide appropriate power source for the system and one or more qualified licensed electricians to perform the final installation. Rental charges accrue during Saturdays and Sundays and Holidays. Rental rates are for normal usage based on an eight hour day, 40 hours a week and one hundred sixty hours a month. On power equipment, operation in excess of one shift (eight hours per day) will be billed at Seller's standard premium rates. Purchaser shall at all times, truthfully and accurately certify to Seller the number of shifts the equipment was operated. Transportation costs for delivery and pick up and rent for equipment covered by this agreement shall be in accordance with Seller's prevailing Rate Sheet in effect, which may be updated from time to time.

PAYMENT: All obligations for rental under this agreement shall be paid in full upon return of the equipment to Seller or within 30 days after Seller's invoice to Purchaser, whichever occurs first. Purchaser further agrees to pay in addition to the Invoiced amount for past due charges, a late payment fee equal to the lesser of 1.5% per month (18% per annum), or the maximum amount allowed by applicable law.

Payments for equipment sales shall be made directly to Seller's office in accordance with the conditions stated in the purchase order. Unless otherwise specified, payment shall be due as follows: 40% with purchase order, 50% upon shipment: 10% hold back for up to 30 days after delivery of equipment. Any late payment shall bear interest at the rate set by the seller from time to time which is equal to the lesser of 1.5% per month (18% per annum), or the maximum allowed by applicable law.

DAMAGES AND LOSS CLAIMS: All claims for loss, damage and delay in transit are to be transacted by the Purchaser directly with the carrier. Any and all claims for shortages or incorrect equipment must be made in writing to the Seller within fifteen (15) days after receipt of shipment. Failure to provide such notice shall constitute unqualified acceptance and waiver by the Purchaser of all claims for any and all shortages or incorrect equipment.

Purchaser shall examine all equipment upon taking possession thereof and shall inform seller immediately in writing of any and all alleged defects and deficiencies thereto. Should Purchaser fail to timely notify Seller of any alleged equipment defects within the initial thirty (30) days after delivery of the equipment, any and all alleged equipment defects shall be deemed to have been waived or otherwise accepted.

INDEMNITY/HOLD HARMLESS/DAMAGES: Purchaser acknowledges that it is solely responsible for operation of the equipment and assumes all risks inherent in the operation and use of the equipment, and hereby agrees to take all necessary precaution to protect all persons and property from injury or damage while Purchaser is in possession of the equipment. Seller shall not be responsible to Purchaser or to any other party for any alleged losses, damages or injuries (including any loss of profits, business interruption or other special consequential damages) caused by, resulting from, or in any way connected with the equipment, its operation or use, or any defect with respect thereto. Purchaser further agrees to defend, indemnify and hold Seller harmless from and against any at all liability, claims and damages of any kind (including attorneys' fees) for injuries or death to persons and damages to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the equipment, however caused.

RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT: At the expiration of the rental term the Purchaser shall return any and all equipment in the same condition as when delivered to the purchaser, empty of all contents and filtration media and in clean condition, with the usual reasonable wear and tear excepted. Purchaser is responsible for cleaning and disposal of all liquids and solids including liquid and filter media solids whether hazardous or non hazardous waste. Seller further reserves the right to charge for any repairs that may be necessary, including cleaning of interior or exterior and disposal of any contents. Purchaser shall remain liable for any and all damages to or loss of the equipment, including, but not limited to: (1) vacuum or pressure damage; (ii) tilting or upset due to unbalanced load; (iii) overloading; (iv) internal damage caused by adverse side effects of cargo or mixture of cargoes, cleaning solvents and/or cleaning processes undertaken by Purchaser or its agents and any damage during transit to or from purchaser. In the event of any loss, destruction or damage to the equipment, Purchaser hereby agrees to promptly pay to Seller the reasonable cost of transportation, repair, replacement and pay rental on the equipment at the regular rental rate until all repairs have been completed, or the equipment is otherwise reasonably replaced with substitute equipment of the same type, quality and purpose which shall be determined in the sole discretion of Seller. Seller shall be under no obligation to commence repair work, or to otherwise replace the lost, damaged or destroyed equipment until Purchaser has paid to Seller the estimated cost thereof, which shall be provided in the Seller's sole discretion. In the case of the loss or destruction of any equipment, or inability or failure to return same to seller for any reason, whatsoever, Purchaser hereby agrees to pay Seller the then current full replacement list price for any and all damaged, lost or destroyed equipment, together, with the full rental rate as specified until such equipment is reasonably replaced.

REASONABLE WEAR AND TEAR: Reasonable wear and tear of the equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one- shift (eight hours per day, forty hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual or as recommended by the Seller; (c) damage resulting from any collision, over turning, or improper operation, including over loading or exceeding the rated capacity of the equipment; (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the equipment or any part thereof; (e) damage resulting from the improper installation, or otherwise unmonitored flow of water, air or power while in the possession of Purchaser, and/or (f) wear resulting from the use in excess of shifts for which such equipment was rented and specifically disclosed or previously reported to Seller in writing (prior to the damage); and (g) any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Any and all repairs to the equipment shall be made only by a facility approved by Seller, to the reasonable satisfaction of Seller and in a manner which will not adversely affect the operation, manufacturer's design or value of the equipment.

FORCE MAJEURE: Seller shall not be liable in damages and have the right to terminate this agreement for any delay or default in performing hereunder if such default is caused by conditions beyond its control including, but not limited to acts of god, Government restrictions (including the denial or cancellation of any export, tariffs, or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance was affected.

NOTICES: Any notices and/or payments required to be given to Seller as required by these Terms and Conditions or otherwise as may be required by the applicable terms of Agreement and/or by law shall be made in writing and mailed by certified or registered mail, return receipt requested or delivered by a national overnight express courier service with proof of delivery confirmation to Seller as follows: Pure Effect, Inc. 611 West Palm Avenue, Orange, California, 92868, or to any other address which Seller may otherwise particularly specify in writing.

Non-Assignable Interests: Purchaser acknowledges that its rights and remedies provided hereunder are personal to Purchaser, and therefore no agreement, nor any goods or services provided pursuant to these Terms and Conditions, nor any part or portion may be assigned, sublicensed or otherwise transferred by Purchaser to any third party without Seller's prior written consent.

Severability: Should any provision of these Terms and Conditions or any part of any resulting agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of all other provisions will not be affected thereby.

Waiver Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

JURISDICTION AND DISPUTES

A. If Purchaser or Seller seek to enforce any term or condition herein, the prevailing party in any action shall be entitled to recover its reasonable attorney's fees and costs incurred.

B. This Agreement will be governed by and construed under the law of the state of California, without regard to conflicts of law provisions.

C. All disputes hereunder shall be resolved in the applicable state or federal courts sitting in the County of Orange, State of California. Seller and Purchaser hereby consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.