TERMS AND CONDITIONS OF SALE
JJM BOILER WORKS, INC.

1. Agreement. Unless otherwise set forth in writing signed by JJM Boiler Works, Inc. or its affiliates ("**JJM**"), the following terms and conditions of sale ("**Agreement**") apply to all sales of products from JJM to you and your organization ("**Buyer**"). Acceptance by JJM of any purchase order submitted by Buyer is limited to this Agreement. JJM rejects any different or additional terms contained in any purchase order, and Buyer agrees that the terms and conditions stated herein shall replace and supersede any contradictory terms in any purchase order. Buyer's submission of an order and acceptance of product(s) constitutes Buyer's agreement to all of the terms and conditions herein. All prior or subsequent oral or written statements varying the Agreement are specifically rejected and disclaimed unless formally agreed to in writing by a duly authorized representative of JJM. READ THIS AGREEMENT CAREFULLY BEFORE MAKING A PURCHASE BECAUSE IT CONSTITUTES A LEGALLY BINDING AGREEMENT. BY VISITING, ACCESSING, OR OTHERWISE USING JJM'S WEBSITE OR ACCEPTING GOODS PURCHASED FROM JJM, BUYER IS ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS AGREEMENT, AND BUYER'S CONTINUING VISIT, ACCESS, OR USE OF THE SITE OR ACCEPTANCE OF GOODS PURCHASED REAFFIRMS BUYER'S ACCEPTANCE AND AGREEMENT IN EACH INSTANCE. JJM MAY SUPPLEMENT, AMEND, OR OTHERWISE MODIFY THIS AGREEMENT AT ANY TIME. SUCH MODIFICATIONS WILL BE POSTED ON THE SITE OR OTHERWISE PROVIDED TO BUYER, AS APPLICABLE, AND SHALL BE DEEMED EFFECTIVE AS OF THE STATED EFFECTIVE OR MODIFICATION DATE.

2. Orders. Buyer takes responsibility for order accuracy when submitting any purchase order. Orders placed will not be binding on JJM until accepted by JJM's authorized representative. JJM may accept or reject purchase orders from Buyer at its option. Confirmed purchase orders are binding on Buyer and may not be varied, delayed, or canceled without JJM's written consent.

3. Pricing. All prices and quotations are subject to change without notice prior to acceptance by Buyer. Prices are stated in US Dollars, and are exclusive of sales, use, excise or similar taxes. Any tax or other governmental charge on the production, sale, shipment, or use of the products will be added to the price of the products. Buyer may furnish JJM with a tax exemption certificate acceptable to the appropriate taxing authority. Any changes in tariffs, freight rates, or transportation charges before shipment will be paid by the Buyer. Where Buyer is authorized by JJM to resell JJM products, Buyer may independently determine the final sale prices at which it resells JJM products. Provided, Buyer may not publicly advertise, display, publish, or promote prices for JJM products below JJM's prevailing minimum advertised price ("**MAP**"), or publicly disclose discounts or actual transaction prices reflecting sales below MAP, whether those sales occur online or at brick-and-mortar locations. This restriction does not prohibit Buyer from privately communicating prices to its customers, providing invoices or receipts, or making disclosures required by law.

4. Payment Terms. Payment terms are set forth on each invoice, and will be paid by Buyer without any withholding, deduction, set-off or counterclaim. JJM reserves the right to modify or withdraw any credit terms extended to Buyer at any time without notice, or to require guarantees, security, or payments in advance. If Buyer fails to fulfill these payment terms, JJM may defer further shipments to Buyer or, at its option, cancel the unshipped portion of Buyer's order. Buyer will pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under law. Buyer shall reimburse JJM for all costs incurred in collecting any late payments, including attorneys' fees.

5. Shipment & Acceptance. JJM may ship via its preferred carrier. Title to the products and risk of loss of the products will pass on JJM's placement of the products with the carrier. Shipping terms are F.O.B. Westfield, Massachusetts unless otherwise agreed.

6. Cancellation & Return. Buyer's purchase order may not be modified or rescinded except in a writing signed by JJM and Buyer. Buyer shall inspect all products within three business days of receipt of any shipment, and must notify JJM in writing within such three business day period of any labeling issues, quantity issues, JJM's failure to meet the terms of the purchase order, defects, or damage to products due to shipping or otherwise. If a return of products is authorized by JJM, Buyer must follow JJM's return procedures. Any return of products, irrespective of cause, will be at the sole risk of Buyer. Buyer shall have no right to withhold any payment for products due to defects, damage or return of products.

7. Warranties & Disclaimers. JJM products are warranted against defects in materials and workmanship for one year from the ship date. The warranty does not cover issues that result from misuse, improper installation, and/or failure to replace the pH Power Pellets® as instructed. Under this warranty, JJM's obligations shall be limited to replacement of any said product, or part of any product, provided that said product is returned to JJM and determined by JJM to be defective. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

8. Use. Unless otherwise authorized by JJM, JJM products may only be purchased from approved Original Equipment Manufacturers, dealers, and regional wholesalers. Any unauthorized resale is strictly prohibited. Unless otherwise agreed to by JJM and Buyer, Buyer represents that any product it purchases is for Buyer's own use in the ordinary course of its business and not for resale. Buyer shall not permit anyone to use the product in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of JJM, or that violates any applicable law.

9. Limitation of Liability. In the event Buyer claims that JJM has breached any of its obligations under this Agreement, JJM may request the return of the products and refund to the Buyer the purchase price paid by Buyer. If JJM requests the return of the products, the products shall be redelivered to JJM in accordance with JJM's instructions. In such event, JJM shall have no further obligations under this Agreement. THE REMEDIES PROVIDED FOR IN THIS SECTION SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST JJM FOR CLAIMS RELATING TO THE SALE OR USE OF PRODUCTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL JJM BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF USE ARISING OUT OF THE PURCHASE, DELIVERY, INSTALLATION, OR USE OF THE PRODUCTS. JJM'S LIABILITY TO BUYER FOR ANY CLAIMS OR DAMAGES ARISING OUT OF THIS AGREEMENT OR THE PURCHASE, DELIVERY, INSTALLATION, OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) AS TO WHICH THE CLAIM IS MADE.

10. Force Majeure. JJM is not liable for any failure to perform its obligations under this Agreement resulting from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, pandemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond JJM's control.

11. Governing Law & Venue. This Agreement shall be governed by laws of the State of Delaware without regard to conflict of laws provisions. No action for breach of this Agreement shall be brought more than one year after the claim has accrued. All suits and other actions relating to or arising out of or relating to this Agreement will be brought in the Chancery courts of Delaware. Jurisdiction and venue will lie there exclusively.

12. Export & Trade Regulations. The parties acknowledge that if the products purchased under this Agreement are to be delivered to a destination outside of the United States, they could be subject to the U.S. Export Control and Economic Sanctions Regulations. In performing their obligations under this Agreement, the parties will comply with all applicable laws, including any federal, state, and local laws, ordinances and codes, and all rules and regulations.

13. Security Interest. JJM shall have a purchase money security interest in the products to secure payment of the purchase price until paid. Buyer agrees to execute and deliver all documents requested by JJM to protect and maintain its security interests.

14. Intellectual Property. All intellectual property, including, without limitation, inventions, improvements, trademarks, patents, and designs, are the sole property of JJM.

15. Severability; Modification; Entire Agreement. This Agreement is severable; the invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of this Agreement or of any other term. JJM may modify this Agreement at any time. Such modifications will be posted or otherwise provided to Buyer, and shall be effective from the date of posting or provision to Buyer. No other terms or conditions apply to the sale of JJM's product except as stated herein unless agreed to in writing by the Buyer and JJM.