

HYDRAPRO INC. INVOICE TERMS AND CONDITIONS

EFFECTIVE DATE August 18, 2014

Controlling Provisions: These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive to Seller ("HydraPro Inc.") and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. HydraPro Inc. makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally. HydraPro Inc. Terms and Conditions of Sale have been previously provided to Buyer and additional copies are available upon request from HydraPro Inc.

Payment: HydraPro Inc. required payment terms are stated on the invoice. Invoices not paid as provided will be due and payable on a net basis on the 30th day following the invoice date. A service charge of 1.5% (18% per annum) or the maximum finance charge permitted by applicable state law (with interest being due from the date of shipment) will be add monthly on all past due invoices. Freight, taxes and miscellaneous charges are not eligible for cash discounts. In addition to its other rights, HydraPro Inc., shall be entitled to recovery from Buyer of all cost, the fees of any third party collection agency, and attorney's fees equal to the lesser of 15% of the principal and interest due or the maximum amount allowed by applicable state law.

HydraPro Inc. will be unable to ship to any customer whose latest statement shows a balance which is ten (10) days beyond the due date until such balances are paid or arrangements to pay have been made with our credit department. HydraPro Inc., reserves the right to notify a general contractor or owner if HydraPro Inc., is not paid within terms.

HydraPro Inc. reserves the right at any time to suspend credit or to change credit terms provided herein, whenin his sole opinion Buyer's financial condition so warrants. In such case in addition to any other remedies herein or by law provided, cash payment or satisfactory security from Buyer may be required by HydraPro Inc. before shipment or the due date of payment by Buyer under any contract or order with HydraPro Inc. may be accelerated by HydraPro Inc. Failure to pay invoices at maturity date makes all subsequent invoices immediately due and payable, irrespective of terms and HydraPro Inc, may withhold all subsequent deliveries until the full account is settled. HydraPro Inc's acceptance of less than full payment shall not be a waiver of any of his rights. No cash discount will be allowed on payments made by trade acceptances, notes, securities, postdated checks, etc., and any such method of payment must first be approved in writing by HydraPro Inc.

HydraPro Inc. shall have the right, in addition to all others it may possess, at any time, for credit reasons or because Buyer's default or defaults to withhold shipments, in whole or in part, and to recall goods in transit retake same and repossess all goods which may be stored with HydraPro Inc. for Buyer's account without the necessity of taking any other proceedings and Buyer consents that all the merchandise so recalled, retaken or repossessed shall become HydraPro Inc's absolute property provided the Buyer is given full credit less any restocking charge, freight or other applicable charges. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to HydraPro Inc. because of any default of Buyer under the Uniform Commercial Code as in force and effect on the date of this agreement.

Freight: Shipments from HydraPro Inc. locations are sent F.O.B. origin with the freight prepaid and allowed on orders having a minimum value of 2500.00 net however the freight allowance will be awarded only if your invoice is paid as provided on the invoice. Shipment from vendors are; F.O.B. origin, with freight possibly being prepaid according to vendor requirements. Freight on pipe shipments shipped from our warehouse locations is added to the invoice.

Warranties: Product sold by HydraPro Inc. carry only the manufacturer's warranty, if any. Copies are available upon request. HydraPro Inc. shall not be held liable for any incidental or consequential damages resulting from any defect in material or workmanship. We will work with you closely to resolve any warranty claim. For all purposes, **HydraPro Inc. shall be considered a "product seller" as defined in O.C.G.A. section 51-1-11.1 or as any similar defined product distributor under any other state or federal statue, law, rule, regulation or case to which this contract may be subject.**

THE BUYER ACKNOWLEDGES THAT HE IS NOT RELYING ON HYDRAPRO INC'S SKILL OR JUDGEMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR AND THAT THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. HYDRAPRO INC. SHALL IN NO EVENT BE LIABLE FOR ANY BREACH OF WARRANTY.

THE MANUFACTURER'S WARRANTY AND THE OBLIGATIONS AND LIABILITIES OF MANUFACTURER THEREUNDER, IF ANY, ARE EXCLUSIVE AND IN LUIEU OF AND BUYER HERBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF HYDRAPRO INC. WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR INCIDENTAL AND CONSEQUENTIAL DAMAGES) EXCEPT WHEN OCCASIONED BY HYDRAPRO INC'S GROSS NEGLIGENCE. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY HYDRAPRO INC. AND BUYER.

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Without limiting the generality of the foregoing, this exclusion from liability embraces the Buyer's expenses for downtime or for making up downtime, damages for which the Buyer may be liable to other persons, damages to property and injury to or death of any persons. HydraPro Inc. neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of products sold by HydraPro Inc., and there are no oral agreements or warranties collateral to or affecting this agreement.

The maximum amount of any recovery by Buyer under this contract shall be the difference between the value of the goods accepted and the value they would have had if they had been as warranted by the manufacturer. No claim shall be made against HydraPro Inc. for damages of a different amount, nor may any recovery be made for incidental or consequential damages.

If any goods are believed to be defective, Buyer shall not return the goods, but shall notify HydraPro Inc. immediately, stating in writing the full particulars in support of its claim, and HydraPro Inc. will help Buyer in submitting the claim to the manufacturer, but HydraPro Inc. shall not in any manner have any liability with respect to such defective goods or its actions on behalf of the Buyer.

Rejection: If buyer wrongfully rejects the goods or fails to make a payment due on or before delivery or repudiates with respect to a part of the whole contract, then with respect to any goods directly affected and if the breach is of the whole contract, then also with respect to the whole undelivered balance, HydraPro Inc. may withhold delivery of such goods, stop delivery of such goods in possession of a carrier or other bailee, and recover damages for nonacceptance of repudiation. The measure of damages shall be the difference between the market price at the time and place for tender and the unpaid contract price, together with any incidental damages but less expenses saved in consequence of Buyer's breach.

Shipment & Invoice Errors: All material distributed by HydraPro Inc. are to be inspected upon delivery and should such material not appear to meet the Buyer's order, HydraPro Inc. should be contacted immediately. Under no circumstances shall HydraPro Inc. be liable for incidental or consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.

Claims for errors in shipment, errors in billing, or shortages, shall be deemed waived and released by Buyer, unless made in writing within ten days after arrival of the merchandise. Buyer expressly waives any rights Buyer may have to revoke acceptance after such ten-day period.

Pricing: We make every effort to give you advance notice of price changes. Changes are usually prompted by fluctuations passed on by the manufacturers whose products we distribute. We mail, email, make sheets available on web sites and/or hand deliver updated price sheets reflecting changes as needed. Although we make these efforts in extenuating circumstances, however, prices may change without notice. Generally prices are determined as of the date of shipment.

Government Contracts: If a government contract number is shown on the invoice, clauses contained in the ASPR, and which the government makes mandatory for a contractor under a government contract to include in its subcontracts thereunder, will apply to this order.

Returned Material: In no case are goods to be returned without first obtaining our permission. Only unused material which is currently distributed by HydraPro Inc. and is in resalable condition will be considered for return. Material accepted for credit is subject to a minimum service charge of 30% percent plus all transportation charges. Goods must be securely packed to reach us without damage. In the event we cannot accept the material, we will make every effort to have it returned to the manufacturer.