



Terms and Conditions of Sale

The following Terms and Conditions of Sale apply to any sales of any goods made or provided by Special Membrane Technologies, Inc. (doing business as "Sepro") to its customers ("Customers"). No other terms and conditions are effective unless expressly agreed to in writing by Sepro or by an authorized representative of Sepro.

1. Payment Terms

All sales are made on a cash prepayment or COD basis. Sepro may, at its discretion and upon Sepro's approval of the Customer's credit worthiness, offer Customer a net 30 day open account. Sepro reserves the right to require up to full payment in advance or COD terms on any Customer or any account at any time. Sepro may also impose limits on the amount to be accrued by any Customer or on any account.

2. Delinquent Accounts.

Any invoice not paid within 30 days shall be considered delinquent and subject to payment of 1.5% interest per month or the maximum legal limit, whichever is higher. Sepro may refuse to ship products to any Customer having a delinquent invoice. Customer shall pay all costs and expenses, including legal and attorney's fees incurred by Sepro in the collection of any delinquent sum or invoice payable by Customer to Sepro, and of any costs incurred in the collection or remedy of any such delinquency.

3. Title

All goods are sold FOB point of shipment, resulting in title and all risk of loss transferring to Customer immediately upon shipment. Sepro may, at its option and upon Customer's request, prepay freight charges, which shall be invoiced and shall be due and payable under the same terms which govern the Customer's account. Freight, insurance, handling, and any documentation required by law for transportation are not included in Sepro's selling prices, and remain the Customer's responsibility solely.

Any claims regarding damages or losses incurred in the delivery of goods to Customer shall be solely the responsibility of the Customer.

4. Taxes

Taxes are not included in the selling price of Sepro's products, with the exception of any income taxes Sepro is required by law to pay. Excluded taxes and fees include but are not limited to sales taxes, state, Federal or local indirect taxes, VAT, GST, and transfer taxes.

5. Return of Goods

All damage claims and requests to return goods for any reason other than for breach of Limited Performance warranty must be made within 30 days from date of shipment of said goods from Sepro.

Goods may only be returned with the agreement of Sepro, and upon Sepro's issuance of a Returned Goods Authorization (RGA).

Any goods returned to Sepro for any reasons other than those contained in Sepro's Limited Warranty or failure to conform to Sepro's published specifications shall be subject to a minimum 20% restocking fee, payable within 30 days of notification by Sepro of receipt of returned goods. Private labeled and custom products cannot be returned.

6. Limited Warranty

Sepro warrants that at time of title transfer of goods to Customer the goods conform to Sepro's published Limited Warranties and published specifications only.