

We Will Help Save Our Planet™

ECO-TECH Direct terms, CONDITIONS AND POLICIES (11.6.2018)

Full detail of these terms, conditions and policies which govern all transactions are located at eco-techdirect.com/pages/Terms

PRECONDITION OF SALE OF PRODUCTS: These terms and conditions, together with the full detail of the terms and conditions at EcoTech-Direct.com which are incorporated by reference (“Terms and Conditions”) are Eco-Tech Direct’s (“ETD”) offer to any potential customer (“Customer”). This quotation shall be deemed to be accepted and shall be a binding contract for the sale of the products upon the first to occur of the following events: (i) Customer or its agent executing and delivering the acknowledgment copy of this quotation to ETD; (ii) Customer issuance of a purchase order to ETD; or (iii) ETD shipping or delivering the products to Customer; however, all quotations are made and orders received are subject to ETD final, confirmed acceptance as well as to applicable rules of government agencies. These are the only Terms and Conditions binding upon ETD and supersede other agreements and contracts. Each separate order accepted by ETD constitutes a separate contract, and there is no right of set off. Acceptance of the order represented by this invoice and release of any such shipments shall be subject to ETD’s sole judgment of Customer’s credit worth, which shall be reasonably exercised, unless total prepayment of order has been received and validated.

ETD requires a written purchase order for all customer orders. Purchase orders must be in writing and may be emailed to Eco-Tech Direct Customer Service at sales@eco-techdirect.com. Please contact your Customer Service Representative or use our convenient online form to request samples of stock items. Please note: All product images are for illustrative purposes only. The actual product you receive may vary. Notwithstanding any other mutually agreed upon provision in a purchase order, all purchase orders will be subject to these Terms and Conditions. Customer may not cancel or change an order placed with and accepted by ETD once production has started on the order or, for orders involving customization, except with the prior written consent of ETD and with terms that indemnify Eco-Tech Direct against any loss or damage. See website for full detail.

All prices and terms are subject to change on notice by ETD. ETD may publish a price list that generally applies to the products ordered from it. However, ETD reserves the right to alter prices for individual orders. Certain quantities, products or colors may fall beyond our manufacturing requirements or require the assessment of additional charges. Please see website for more detail and consult your Customer Service Representative at sales@eco-techdirect.com to determine actual charges for your order.

Unless otherwise expressly stated in writing, terms of payment are due and payable in United States dollar currency. Customer will make a minimum deposit of 50% at the time of the order. The balance of the payments must be made to Eco-Tech Direct without discount within 15 days after date of invoice for all domestic shipments, provided that for new accounts, the first order must be paid for in advance, preferably with a Credit Card (Visa, MasterCard, Discover or American Express). International shipments must be paid in full by credit card or wire transfer at the time of order, unless other arrangements have been agreed to in writing by ETD. Until invoice is paid in full, Customer hereby grants ETD a security interest in all products and prepayments that are evidenced by this invoice. All invoices past 15 days will be subject to a 1.5% interest charge per month until paid in full, or at the highest rate allowed by applicable law if lower. In any action by ETD against Customer to collect payment, Customer shall pay or reimburse ETD for any and all costs and expenses, including, without limitation, reasonable attorney’s fees, incurred by ETD in connection with such action. All taxes, charges, fees and other levies imposed by federal, state or local government on the manufacture, sale, shipment or use of ETD products (other than income and excess profit taxes) will be paid by the customer. Unless a customer provides a Certificate of Exemption, Eco-Tech Direct is required to invoice, collect and remit the appropriate state sales tax (if any). Certificates of Exemption must be presented prior to order completion and shipment to avoid inclusion of sales tax.

All products are sold F.O.B./Ex Works (Incoterms 2010) from ETD’s producing plant or designated warehouse. Unless otherwise specifically set forth in this quotation, the stated price does not include charges for any duties, levies, freight charges, packing charges, installation charges and any other charges whatsoever in connection with the products. All risk of loss shall pass to Customer upon delivery of the products by ETD to a carrier. Eco-Tech Direct will usually ship your sample request within two working days. Shipping and delivery dates are approximate and are given by ETD in good faith but are not guaranteed unless otherwise specifically agreed in writing. In the event of Customer’s unacceptable or unreasonable delay in issuing shipping releases for portions of “Blanket” or recurring standing orders, Customer shall reimburse ETD for all storage, mooring, drayage and inventory expenses incurred by result of such a delay. **Tax exempt customers buying for the first time must provide a copy of their tax exemption certificate prior to order acceptance.** Within fifteen (15) days after customer’s receipt of products, customer must give written notice to Eco-Tech Direct 4908 Alpinis Dr. Suite 102 Raleigh, NC 27616 of any claim by customer based upon condition, quality or grade of products or of any claimed nonconformity with product specifications. Customer’s failure to comply with this policy will constitute irrevocable acceptance by customer of such products and will bind customer to pay Eco-Tech Direct for the full price of such products. See website for full detail.

Customer acknowledges that ETD has informed it that US law and US Export Administration Regulations govern and may prohibit the reexport or other disposition of products and related technical data received by Customer or its customers without prior US government approval. Customer agrees that diversion of products from destinations identified in the shipper's export declaration constitutes a fundamental and material breach under these Terms and Conditions and the quotation. If products are diverted from intended destinations, the sale may be voided in the sole discretion of ETD, and all right, title and interest in products shall revert to ETD. In the event of such breach, Customer shall be liable to ETD for all costs, fees and expenses incurred by ETD in connection with recovery of products, including reasonable attorney fees. Customer agrees and warrants that in performance of its obligations under these Terms and Conditions and the quotation, it will comply with US Foreign Corrupt Practices Act. .

ETD warrants only that all items delivered shall be free from manufacturing defects in materials and workmanship, and associated packaging when departing from producing plant and transferred to carrier or warehousing agent(s). Seller makes no warranty that the product depicted or described herein are fit for specific users or have a specific shelf life. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY AS TO FITNESS FOR A PARTICULAR PURPOSE

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AND MERCHANTABILITY. Remedy for breach of any warranty herein shall be limited to the purchase price or full replacement of defective product, at ETD's option. ETD will not accept any claims for adjustment, return of product or issuance of credit for any product after 15 days following receipt of invoiced product. Any action on a breach of ETD's obligations under these Terms and Conditions or the quotation must be commenced within one year of shipment date. ETD's warranty does not apply to any products to the extent they have been subject to (1) other than normal wear and tear, or (2) improper use, improper storage, tampering, negligence, abuse or accident. **CUSTOMER AGREES TO CLEAN CONTAINERS AND CAPS IN A MANNER THAT CUSTOMER DEEMS SUITABLE FOR EDIBLE, RESPIRED OR VAPORIZED PRODUCTS BEFORE FILLING.** THE CUSTOMER SPECIFICALLY AGREES THAT ETD WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO THE CUSTOMER FOR ECONOMIC, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS AND ANY OTHER LOSS CAUSED BY A DEFECT OR NON-CONFORMITY IN ANY OF THE PRODUCTS. See website for full detail.

ETD shall in no event be liable for failure to deliver, or delay in delivery caused by Acts of God, force majeure, war, riot, civil disturbances or other commotion, embargoes, blockages, sabotage, fire, windstorms, epidemic, governmental laws, regulations, proclamations, tariffs, seizures or orders appropriating plants, supplies, or products, interruptions or shortages of transportation facilities, utilities, shortages of raw materials and supplies, or from strikes, lockouts, or other labor interruptions or disputes. See website for full detail.

Customer agrees to perform testing or verifying that each customer who purchases PWB Product has done appropriate independent testing to show the contents and application have met efficacy and safety standards prior to selling the product.

Customer agrees they are solely responsible for Label Content and that Eco-Tech Direct, LLC has in no way approved or recommended terminology, claims or capabilities of their packaging or content other than providing the "Bottled By" and "Approved Source" information in the case of the customer purchasing bottles filled with ETD supplied water

All intellectual property rights with respect to any design, production process and/or invention conceived or first reduced to practice, by ETD in connection with ETD products will remain the property of ETD. All drawings, illustrations, dimensions, specifications performance projections, designs, plans, computations, and descriptions prepared by Eco-Tech Direct in connection with any work quotations, or contracts, whether of products or general engineering or other arrangements are Eco-Tech Direct property and must not be copied or disclosed to any other persons or used for any purpose whatsoever without Eco-Tech Direct's prior written consent. In the case of products manufactured, packaged or customized in accordance with Customer's designs or specifications, or which employ materials of Customer's design or designation, Customer will hold harmless and indemnify ETD from any judgment, claim, cause of action, loss or other expense, including legal fees and associated costs or fines, caused or arising out of the actual or alleged infringement of any patent, trademark, trade name or suit in the nature of unfair competition. See website for full detail.

ETD may (without prejudice to its other rights or remedies) terminate or suspend ETD's performance of the whole or any outstanding part of this quotation while investigating any claim relating to prior shipments (under any quotation) of products or in the event of any of the following circumstances: (i) Customer fails to take delivery of or to pay for the products as required herein, or breaches any other term of this quotation or any other agreement between ETD and Customer; (ii) ETD becomes bankrupt or insolvent or if a receiver takes possession of any material part of Customer's assets; or (iii) reasonable grounds for insecurity arise with respect to the performance by Customer of its obligations under this quotation, and ETD so notifies Customer.

ETD expressly rejects all amendments to these Terms and Conditions unless otherwise specifically agreed upon in writing by a duly authorized representative of ETD. No term or condition found inconsistent with the above shall be deemed accepted or an amendment hereof reason of any writing, email or conduct of the parties. No employee or agent of ETD has the authority to make representation, agreement or promise that enlarges or varies the Terms and Conditions contained herein, except by prior written signed directive by an authorized officer of ETD. Customer agrees to indemnify and hold ETD free and harmless at all times from and against any and all claims and liabilities (including attorney's fees) arising from Customer's breach of the terms of these Terms and Conditions and the quotation. This is a North Carolina contract; North Carolina law, excluding conflict of laws rules, shall govern its construction, execution, performance and remedy. Customer expressly confers jurisdiction on any North Carolina court or competent subject matter jurisdiction for the enforcement of performance or for remedy in event of breach of any contract arising out of this quotation or the order represented by it. Venue for any such actions shall be solely and exclusively in Wake County, North Carolina.

Seller represents that it has fully complied with the provisions of the Fair Labor Standards Act of 1938 as amended in the production or manufacture of all items and in the performance of all services covered by this invoice. Any tax or freight charge on this invoice is Net and not subject by law to discount of any kind.

These Terms and Conditions pertain to all ETD transactions. Please retain for future reference. See eco-techdirect.com/pages/Terms website for additional detail for Terms & Conditions and information for sales ordering, shipping, returns, credit requests, etc.