



Terms and Conditions

1. Inconsistent Terms. These Terms and Conditions are a material part of the agreement between Buyer and Cleanfix Cleaning Systems Inc., a New Jersey-based corporation (hereinafter "Cleanfix"), and supersede inconsistent terms and conditions in documentation submitted by Buyer to Cleanfix.

2. Price. Unless otherwise stated in Cleanfix' written quotation, prices are firm for 30 days from the date of Cleanfix' written quotation and do not include shipping charges, federal, state or local sales, duties, use or excise taxes.

3. Payment. Cleanfix' standard is that payments are due NET 30, payable in United States Dollars. Credit terms are subject to credit approval and may be withdrawn or changed at anytime. Orders may be suspended if an account is delinquent. Buyer will pay all costs of collection including reasonable attorneys' fees and costs. Buyer has no rights of set-off.

4. Product Alterations. Cleanfix, if it deems necessary, may alter any Product's specifications, design, drawings, manufacturing process, components, materials or location of manufacture or delivery in any way, at any time, without any notice to or approval from Buyer.

5. Changes and Corrections. Clerical errors in Cleanfix' quotations and invoices are subject to correction. Cleanfix may change the terms, conditions or pricing at anytime.

6. Shipping and Performance. For machines and accessories as well as parts and consumables, shipping terms for the United States are Ex Works Wyckoff, New Jersey, freight prepaid and added. For all other destinations, freight terms are specified on the Quotation or Order Confirmation form. Buyer must inspect and report all claims for shortages or incorrect charges within 10 days after Buyer's receipt of that particular shipment. Cleanfix shall select the carrier. Cleanfix shall not be liable for damages or penalty for delay in delivery or for failure to give notice of any delay, and the carrier shall not be deemed to be an agent of Cleanfix. Cleanfix may make partial shipments. Cleanfix performance and shipping dates are approximate dates only. Requests for proof of delivery must be received in writing within 30 days after receipt of the invoice for the goods.

7. Limited Product Warranty. Cleanfix' sole and exclusive obligation to the Buyer for any Product made by Cleanfix and sold hereunder is Cleanfix' Limited Warranty Plan, which will be provided upon request by Cleanfix Customer Service at 1-866-422-4835. All Product returns must comply with Cleanfix' Return Materials Policy.

8. Return of Product. Cleanfix does not accept any return of any Product for any reason without prior approval by Cleanfix. Buyer must contact the authorized Cleanfix Partner from whom the Product was originally purchased from to obtain Return Material Authorization. Any Product returned must be accompanied by Cleanfix' Return Material Authorization. Returns without such authorization are rejected and returned to buyer at buyer's expense.

9. Limitation of Liability. THE ABOVE-REFERENCED LIMITED WARRANTY PLAN IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER REMEDIES. THESE ARE THE ONLY REMEDIES OF BUYER FOR ANY BREACH OF WARRANTY OR ANY OTHER CLAIM. CLEANFIX' TOTAL LIABILITY ARISING OUT OF THE SUPPLYING OF PRODUCTS, THE USE OF PRODUCTS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL NOT IN ANY CASE EXCEED THE COST OF THE GOODS SOLD FOR WHICH ANY CLAIM IS MADE. AND IN NO CASE SHALL CLEANFIX BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD CLEANFIX HARMLESS FROM ALL CLAIMS, DEMANDS, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, MADE BY THIRD PARTIES AGAINST CLEANFIX RELATING TO BUYER'S USE OR INSTALLATION OF THE PRODUCTS, AND TO PAY ANY COSTS AND EXPENSES INCURRED BY CLEANFIX TO ENFORCE BUYER'S OBLIGATIONS.



10. Indemnification. Cleanfix shall indemnify, defend and hold Buyer harmless from and against any claim, demand, cause of action or liability for direct damage arising from its negligence or intentional misconduct in connection with its provision of Products to Buyer, subject to the above-noted limitations.

11. Insurance. Cleanfix shall maintain Worker's Compensation, Employer's Liability, Auto Liability and General Liability and Casualty insurance coverage, as well as other coverage of a nature in accordance with, and in amounts commensurate with, standard industry practice. Cleanfix will only provide notice of changes to its insurance program in the event it ceases to maintain such coverage.

12. Rights in Intellectual Property. All Cleanfix intellectual property in its goods and services belongs to and is the sole and exclusive property of Cleanfix.

13. Choice of Law, Jurisdiction, Disputes. The validity, performance, construction and effect of this Agreement shall be governed by and construed under the laws of the State of New Jersey and the United States of America, without giving effect to the principles of conflict of laws. Cleanfix and Buyer agree to make a good faith attempt to settle any dispute arising under this Agreement without resorting to legal action.

Required Notice To Employees

For any sale related to a federally connected contract, Buyer must comply with the terms of Executive Order 13201, including the posting of the required notice to Buyer's employees.

14. Confidentiality. Buyer and Cleanfix agree to hold confidential and not use, disclose or permit others to use any confidential information identified as such in writing or orally as confidential or information which either party knows or ought to reasonably know is confidential, proprietary or trade secret information of the other.

15. Assignment. This Agreement is not assignable without the prior written consent of Cleanfix.

16. Force Majeure. Cleanfix is not liable for any failure to perform, where, in Cleanfix' sole judgment, such performance is commercially impracticable, or where such failure to perform is due to an act of God, act of governmental authorities, fire, earthquake, or other natural disasters, epidemics, labor dispute, shortages, accident, insurrection, war, terrorism, or other causes beyond the reasonable control of, or without the fault of Cleanfix or which would cause Cleanfix to incur unreasonable expense to avoid.

17. Severability. Either party's failure to enforce any term or condition in this agreement shall not be construed as a waiver of any right available to either party hereunder.

18. Contacts. For all inquiries, call Cleanfix Customer Service at 1-866-422-4835.