

Distributor Inquiry - Information Sheet

A: Distributor Information Legal Business Name: Billing Address: Physical Address: Main Contact: Phone: _____ Email: _____ Website _____ **B: Business Information** Services Offered: Locations (Include Branch Offices): Geographical Coverage: Industries/Companies Served: Current Filtration products offered: What are the estimated number of FLUIDLOOP Technologies units that could be sold in your area per year: ______ C: Distributor Requirements (please check) □ Ability to purchase and maintain a reasonable inventory of products for sale, marketing, presentations etc. ☐ Installation capability □ Service capability □ Other: PLEASE SEND COMPLETED FORM TO: info@fluidlooptech.com

Account Info:

Internal use only

Salesperson Code:



Distributor Terms, Warranties, Limitations of Liability

Terms

Payment due within 30 days of invoice date (Net 30 days) with a 5% late fee for payments received after the due date, and a 10% interest charge for payments received more than 60 days past the due date.

ACH Payments

Contact billing@fluidlooptech.com to set up

Quotations

Quoted prices are valid for thirty (30) days. Otherwise, invoices reflect price in effect at time of order.

Sales Tax

All merchandise received by customers within Washington State are subject to state sales tax unless a properly completed and signed resale/exemption certificate (or other acceptable documentation) is on file with FLUIDLOOP TECHNOLOGIES and remains current. Customers in other states may be also be required to pay sales tax unless an exemption certificate of other acceptable documents is provided. Please send documentation to: billing@fluidlooptech.com

Freight/Shipping

Freight/shipping charges will be applied to all eligible invoices.

International Sales

Buyer will be responsible for Customs, Taxes & Duties.

Returns

Returns only as authorized & subject to Freight/Shipping costs.

WARRANTIES & LIMITATIONS OF LIABILITY

DEFINITIONS

"FLT" Is defined as "FLUIDLOOP TECHNOLOGIES, LLC, a Limited Liability Company.

"Purchaser" is defined as person or entity purchasing goods or service from FLT.

WARRANTY

A. FLT warrants, except as hereinafter provided, each product sold hereunder which is assembled by it to be free from defects in assembly under normal use and service, in the manner originally intended, for a period of six months after shipment thereof to the original purchaser.

B. FLT'S WARRANTY EXTENDS ONLY TO THE PRODUCTS ASSEMBLED BY IT AND IS, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY PRIOR WRITTEN OR ORAL REPRESENTATIONS REGARDING SUCH PRODUCTS MADE BY FLT, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

C. PRODUCTS, OR COMPONENTS THEREOF, SUPPLIED BY ANY OTHER PARTY TO FLT WHICH ARE NOT ASSEMBLED BY FLT ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY, AND COPIES OF SUCH WARRANTIES WILL BE FURNISHED UPON REQUEST.

D. FLT reserves the right to inspect products claimed defective under warranty either at the Purchaser's location or at FLT. A defective product is not to be returned to FLT's plant unless authorized by FLT. Products so returned shall be returned to FLT's facility, freight prepaid. Any product proving defective due to faulty assembly within six months from date of shipment will be replaced or repaired free of charge, F.O.B. FLT's facility. FLT assumes no liability for labor charges incidental to the adjustment, service, repair, removal or replacement of the product or other costs, or for the expense of repairs made outside of its facility except when made pursuant to FLT's prior written consent. FLT, at its option, may ship a replacement or replacements immediately under standard billing and make warranty adjustments after inspection of the defective product by means of a credit memorandum.

THIS WARRANTY SPECIFICALLY EXCLUDES ALL PURCHASER COSTS INCURRED IN REMOVAL AND HANDLING THE ALLEGED DEFECTIVE PRODUCT AS WELL AS ALL PURCHASER COSTS IN INSTALLATION OF REPLACEMENT PRODUCTS WHETHER TEMPORARY OR PERMANENT.

DELAYS

FLT shall not be liable for any damages, costs, or expenses, or for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, insurrections, war, shortages of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of FLT to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

LIMITATION OF LIABILITY

No claim made hereunder by the Purchaser, whether as to goods delivered or for non-delivery shall be greater than the purchase price of the goods in respect of which such claim is made, and FLT shall under no circumstances be liable for any damages including consequential, incidental, ancillary, special or punitive damages. FLT assumes no responsibility for bodily harm resulting from improper use of goods. To the fullest extent of the law, Purchaser shall defend and hold harmless FLT, including its affiliates, parents, and subsidiaries, from and against all claims, damages, loss, and expenses including but not limited to attorney's fees and disbursements incurred by FLT as part of a loss or damage arising out of or resulting from Purchaser's negligent acts in handling all products purchased, sold, resold, distributed, installed or maintained by Purchaser or its agents.