



## **EXHIBIT E – Sewer Systems**

### **TERMS AND CONDITIONS OF SALE**

#### **OFFER AND ACCEPTANCE**

This writing constitutes an offer or counter-offer by Environment One Corporation (“E/ONE”) to sell the products and/or services described herein in accordance with these terms and conditions, is not an acceptance of any offer made by Buyer, and is expressly conditioned upon assent to these terms and conditions. Buyer will be deemed to have assented to these terms and conditions unless E/ONE receives written notice of any objection within ten (10) days after Buyer’s receipt of this form. E/ONE objects to any additional or different terms contained in any purchase order or other communication previously or hereafter provided by Buyer to E/ONE. No additional or different terms or conditions will be binding upon E/ONE unless specifically agreed to in writing.

#### **PRICES**

All previous prices are withdrawn. Prices quoted by E/ONE are valid for 30 days. All prices are quoted and payable in U.S. Dollars. E/ONE reserves the right to change prices with 30 days’ notice.

#### **APPROVAL OF ORDERS**

All orders shall be subject to rejection or acceptance by E/ONE.

#### **MINIMUM INVOICE**

An order where items ordered total less than \$100.00 net, will be charged a processing fee that will bring the net order total to \$100. This includes both grinder pump and part orders.

#### **TAXES**

In addition to the stated prices, the Buyer shall be solely responsible for all sales, value added, use, excise, import and retailers occupational taxes, customs duties, and other such taxes, duties and fees arising from or measured by the transactions contemplated hereunder. Buyer shall reimburse E/ONE for all such taxes, duties and fees that E/ONE must, at any time, either pay or collect in connection with the material sold hereunder.

#### **DELAYS**

E/ONE shall not be liable for any damage, fault or delay caused by or imposed by strikes, fires, major disasters, acts of god, governmental action (including, without limitation, embargoes, boycotts and the like), shortage of labor, fuel, power, materials or supplies or any other cause or condition beyond E/ONE’s control.

#### **CANCELLATIONS/RESTOCKING CHARGE**

Buyer may not return any material delivered by E/ONE without first obtaining E/ONE’s written consent: a Return Merchandise Authorization (RMA). All items to be returned must be from the same purchase order and must have a minimum net value of \$75 per purchase order. A restocking fee of 25% of the net price will be imposed on all standard product. Special or non-standard product is subject to a 100% restocking fee. All requests to return product must occur within 45 days of shipment from E/ONE, arrive at E/ONE within 60 days of the original ship date, be in ‘like new condition’, and not be obsolete. Goods not returned in ‘like new’ condition will have the cost of reconditioning such goods deducted from any credit. Return transportation charges must be prepaid by Buyer or will be deducted from any credit for returned goods.

The Buyer must submit requested changes or cancellations to an order in writing. No order may be cancelled or altered by Buyer except upon terms and conditions acceptable to E/ONE, as evidenced by E/ONE’s written consent.

Orders for standard products or configurations (standard catalog items) cancelled less than 10 business days prior to the acknowledged ship date, or already released to production, will incur a cancellation fee of 25% of the net price with a minimum \$100 fee per order. All special orders (non-catalog items) will incur a 100% cancellation fee.

#### **TITLE TRANSFER**

Title will transfer from E/ONE to Buyer at point of delivery as defined below, unless otherwise agreed and confirmed in writing by E/ONE. Any loss of and/or damage to material after delivery to Buyer shall be at Buyer’s risk.



### **DELIVERY AND SHIPMENT OF MATERIAL**

Freight, unless otherwise agreed and confirmed in writing by E/ONE, is at FOB E/ONE Factory for Domestic orders or EXW (Incoterms 2000) E/ONE's designated facility, U.S.A for International orders. Delivery of such material to the common carrier shall constitute delivery thereof to Buyer and thereafter loss of and/or damage to material shall be at Buyer's risk. Claims for damage to or loss of material in transit shall be filed by Buyer direct with carrier. Delivery dates are estimated as closely as possible. E/ONE will use its best efforts to make delivery within the time specified but, in any event, unless otherwise agreed in writing, E/ONE will not be liable for damages of any kind, liquidated or unliquidated, on account of failure to meet delivery dates. All errors, clerical or otherwise, are subject to correction.

### **CLAIMS**

All claims for shortages, or inaccurate filling of orders, must be reported to E/ONE in writing within two (2) business days of delivery in order for E/ONE to consider sending replacements at no charge or to issue a credit. E/ONE inventory and package weight will be researched to determine if product will be sent

### **TERMS**

The net amount of invoices shall be due and payable at the E/ONE office designated by the invoice. In the event of default in payment when due of any indebtedness created by acceptance of invoice material, E/ONE shall be entitled to interest on any such indebtedness from the date due at the highest legal rate plus reasonable attorney's fees should an attorney be employed to collect any such indebtedness after default. Material is subject to shipment in whole or in part at the option of E/ONE and each such shipment is subject to immediate invoicing.

Buyer agrees to pay all collection costs incurred, not to exceed 50% of the balance due. In addition, if a lawsuit is required to collect any portion of the indebtedness, the Buyer will pay all attorney fees and court cost incurred. The Buyer also acknowledges and understands that this agreement shall be governed by and construed in accordance with the Laws of the State of New York. Further the Buyer acknowledges that E/ONE, maintains jurisdiction in Schenectady County in the city of Niskayuna, the State of NY.

E/ONE reserves the right to hold-off their final inspection/startup and any warranty work until payment in full has been made and the account has been satisfied in full.

### **EFFECT OF TERMS AND CONDITIONS**

The terms and conditions herein contained shall apply to any order or direction received from Buyer and no provision in any such order or direction from Buyer in any way modifying or changing said terms and conditions shall be binding upon E/ONE. No modification shall be binding upon E/ONE's shipment of goods following receipt of Buyer's order or request for shipment which may contain provisions contrary to the terms and conditions here contained.

### **LANGUAGE**

The English-language version of this form and all related documents shall govern any translation thereof, or any portion thereof, into any other language. All support, technical, descriptive or other information or literature provided by E/ONE to Buyer shall be in English.

### **PATENT INDEMNITY**

E/ONE will, at its own expense, defend any suit that may be instituted against the Buyer for alleged infringement of U.S. patents containing claims covering any product of E/ONE's design and manufacture and purchased by the Buyer from E/ONE; provided such alleged infringement shall be based solely upon the construction of any such product and not because of its addition to any combination or systems with other products and/or parts; and provided Buyer gives E/ONE immediate notice in writing of any such suit together with all needed information and authority to permit E/ONE, through its counsel, to assume responsibility for defense of the suit.

In the event any such product, or any part thereof, is held to be an infringement of any valid U.S. patent in any such suit, E/ONE shall at its option and expense, either procure for Buyer the right to continue using such product or part; or replace the same with a non-infringing product of comparable quality, performance and cost; or remove the product and refund the purchase price less reasonable depreciation.

In the event any product or part is manufactured by E/ONE in accordance with the Buyer's designs, blueprints, samples, directions or specifications, E/ONE shall not be held liable for infringement on any U.S. patent because of such manufacture,



and Buyer shall save harmless and indemnify E/ONE from any and all claim of any nature, legal or otherwise, asserted against E/ONE solely by reason of such manufacture in accordance with Buyers orders.

The forgoing states E/ONE's liability for alleged patent infringement of any of its products, and any alteration, addition or interpretation thereof shall not be binding on E/ONE unless agreed to in writing and signed by an officer of E/ONE.

#### **ITEM PERFORMANCE**

The performance and description of any item quoted and sold herewith are in accordance with descriptive literature, catalog or specification sheets, as provided by E/ONE. Dimensions so provided do not necessarily represent every feature or detail. Weights shown in catalogs, price schedule, quotations, or acknowledgements or orders are approximate and in no sense are guaranteed

#### **WAIVER**

Waiver by E/ONE of any breach of these provisions shall not be construed as a waiver of any other breach.

#### **ASSIGNMENT**

None of the Buyer's rights under any order shall be assigned or otherwise transferred by the Buyer to any other person, whether by operation or law or otherwise, without the seller's prior written approval.

#### **SPECIAL CONDITIONS**

Any additional cost incurred in packaging or in making any special test or inspection which is requested by Buyer and is in addition to those regularly supplied by E/ONE, will be charged to the Buyer. Such tests and inspections will be made only at the factory before date of shipment.

#### **COMPLIANCE WITH LAWS**

Buyer acknowledges that E/ONE's exportation of Products and any technical information related thereto, as well as any subsequent transfer thereof by Buyer, is subject to U.S. laws and regulations controlling the export and re-export of technical data and products. E/ONE shall not be liable for any expense or damages resulting from the failure to obtain or delays in obtaining any required U.S. government authorization. Buyer agrees to cooperate as requested by E/ONE in connection with the compliance by E/ONE and Buyer with such export control laws and regulations. Buyer shall not directly or indirectly transfer or make Products and related information available to any person engaged in any military or weapons application. If Buyer is purchasing Products for purposes of resale, Buyer shall not provide Products or related information to any person knowing that such person intended to export or re-export such Products or information unless Buyer first obtains all necessary U.S. government licenses and permits and complies with same. In no event shall Buyer permit the export or re-export of Products or related information to any country subject to economic sanctions imposed by the United States government. E/ONE shall not be obligated to take any action, including acceptance of letters of credit, orders or other documents, if such action would cause E/ONE, in its reasonable opinion, to be in violation of any law or regulation of the United States including, without limitation, any laws relating to international boycotts. Buyer shall promptly provide E/ONE with all information received by Buyer or otherwise known to Buyer regarding any action or omission by any customer or potential customer that would cause E/ONE to be in violation of any law or regulation, including without limitation, any law or regulation described in this Compliance With Laws Section.