



BIO-TEC ENVIRONMENTAL

GENERAL TERMS AND CONDITIONS

LEGAL AGREEMENT - PRODUCT SALES TERMS AND CONDITIONS

The following terms and conditions apply to your purchase of products from Bio-Tec Environmental, LLC, and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof. By placing your order, you agree to be bound by these terms and conditions, which constitute the entire agreement between you and Bio-Tec Environmental, LLC, regarding the products purchased. If these terms are not acceptable, you should notify Bio-Tec Environmental at once. Any different or additional terms and conditions proposed in a purchase order or otherwise are hereby rejected by Bio-Tec Environmental and shall not be incorporated into this agreement. This Agreement may be amended or supplemented only by a written document signed by a duly authorized officer of Bio-Tec Environmental.

ORDERING

Your order is subject to acceptance by Bio-Tec Environmental and may be refused for any reason, including credit concerns, restricted product, unusual volumes or shipping addresses. Offers to purchase goods or provide services can be accepted only by an authorized representative of Bio-Tec Environmental. Once accepted, Bio-Tec Environmental may make partial shipments if some items are on backorder. By placing the order, you agree that Bio-Tec Environmental may make partial shipments and charge you for any items shipped.

PRICES

Prices are based on the quantity ordered. If you receive a discounted price based on the quantity ordered and such quantity is reduced by any subsequent cancellations, returns or other means, then Bio-Tec Environmental may increase the price to reflect the reduced quantity.

TAXES AND TARIFFS

You are responsible for all taxes and tariffs due on any order including, but not limited to, Value Added Tax, gross receipts, sales, use, excise or any direct or indirect tax imposed by any governmental entity (federal, state or local). If Bio-Tec Environmental is required to collect and pay over any tax, you shall reimburse Bio-Tec Environmental for the full amount.

CANCELLATIONS

An order may not be cancelled after it has been processed.

PAYMENT

Terms of payment shall be in accordance with Bio-Tec Environmental's invoice and shall be subject to change by Bio-Tec Environmental in the same manner as changes in price. Bio-Tec Environmental may cancel deliveries of products if you fail to make any payment when due. If payment is not made in accordance with Bio-Tec Environmental's terms of payment, you shall pay to Bio-Tec Environmental all reasonable costs of collection, including reasonable attorney's fees. You are responsible for any additional credit card charges, including merchant costs.

SHIPPING AND TITLE

All orders are shipped F.O.B. Bio-Tec Environmental's warehouse unless otherwise indicated. Title to all goods passes to you upon delivery of the goods to the carrier.

DELAYS

Delivery will be made on or about the date indicated by Bio-Tec Environmental. Bio-Tec Environmental will not be liable for any delay in the performance of this agreement, or in the delivery or shipment of goods, or for any damages suffered by you by reason of such delay, when such delay is directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, riots, acts of God, war or insurrection, governmental interference or embargoes (whether by priorities, rationing or otherwise), strikes, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays or any other cause (whether or not similar to any of the foregoing) beyond Bio-Tec Environmental's control. Bio-Tec Environmental shall have the additional right if any of the above-mentioned contingencies occur, at Bio-Tec Environmental's option, to cancel in whole or in part, this agreement without any resulting liability and to allocate production and deliveries among customers.

RETURNS AND RESTOCKING FEES

All returns must be made within 15 days of receipt of goods. A 20% restocking fee will be applied to all returns for refund. Shipping charges are non-refundable.

LIMITED WARRANTY

BIO-TEC ENVIRONMENTAL GIVES NO WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS FOR ANY PURPOSE. The sole and exclusive warranty provided herein is that the goods sold are warranted to be free from defects in material or workmanship as established by Bio-Tec Environmental's standards of acceptable quality.

LIMITATION OF REMEDIES AND LIABILITY

THE REMEDIES PROVIDED HERE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS AGREEMENT BY BIO-TEC ENVIRONMENTAL. IN NO EVENT WILL BIO-TEC ENVIRONMENTAL BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. IN NO EVENT WILL BIO-TEC ENVIRONMENTAL'S LIABILITY TO YOU EVER EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU TO BIO-TEC ENVIRONMENTAL FOR THE PRODUCTS PURCHASED.

PROPRIETARY RIGHTS

Bio-Tec Environmental retains exclusive rights in and to any proprietary information, data and materials related to the goods sold hereunder, as well as rights to all discoveries, inventions, patents and other proprietary rights that Bio-Tec Environmental may develop in the course of manufacturing the goods. You shall not "reverse engineer" any goods sold by Bio-Tec Environmental or otherwise attempt to obtain any proprietary rights of Bio-Tec Environmental.

GOVERNING LAW AND VENUE

This agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. Exclusive venue for any legal action or proceeding with respect to this agreement shall be in Bernalillo County. Bio-Tec Environmental is not responsible for any typographical errors. Bio-Tec Environmental reserves the right to change these terms or the prices charged at any time, so please check each time you purchase.

SEVERABILITY

If any part of this Agreement is deemed unreasonable, invalid, illegal or unenforceable, such part shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the enforceability of the unreasonable part.

WAIVER

No term or provision hereof will be considered waived by Bio-Tec Environmental, and no breach excused by Bio-Tec Environmental, unless such waiver or consent is in writing signed a duly authorized officer of Bio-Tec Environmental. No consent to, or waiver of, a breach by Bio-Tec Environmental, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by Bio-Tec Environmental.