

## CONDITIONS OF SALE

### 1 Interpretation

1.1 In these Conditions:

1.2 "CSI" means Clear Solutions International Inc., a Texas corporation, 2245 Texas Drive, Suite 300 - #3250, Sugar Land, Texas 77479. "CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes the relevant CSI job sheet for the work in question and any special terms and conditions agreed in writing between the Customer and CSI.

"CONFIDENTIAL INFORMATION" means any and all confidential or proprietary information and data disclosed, including (but not limited to) product samples and other technology, to or otherwise obtained by the Customer from CSI or a third party acting on behalf of CSI before or after the date of these Conditions in any medium and in whatever form (whether disclosed or obtained orally, in document or electronic form, by demonstration or otherwise) in connection with potential use of the technology in respect of its commercial operations, whether or not that information and data are marked or designated as confidential or proprietary.

"CONTRACT" means the contract for the purchase and sale of the Goods.

"CUSTOMER" means the person who accepts a quotation of CSI for their Services or for the sale of the Goods or whose order for the Goods is accepted by CSI. "GOODS" means the goods (including any instalment of the goods or any parts for them) which CSI is to supply in accordance with these Conditions.

"INTELLECTUAL PROPERTY RIGHTS" means patents, rights to inventions, copyright and related rights, moral rights, trade marks,

business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"SERVICES" means the services which CSI is to supply in accordance with these Conditions.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2 Basis of the Sale

2.1 CSI shall sell, and the Customer shall purchase the Goods and the Services in accordance with CSI job sheet which is accepted by the Customer, or written order of the Customer, which is accepted by CSI, subject in any case to these Conditions, which shall govern the Contract to the exclusion of, and CSI expressly disclaims, any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorized representatives of the Customer and CSI.

2.3 CSI's employees or agents are not authorized to make any representations concerning the goods unless confirmed by CSI in writing. In entering into the Contract, the Customer acknowledges that it does not rely on

any such representations, which are not so confirmed.

2.4 Any advice or recommendation given by CSI or its employees or agents to the Customer or its employees or agents as to the storage, transportation, application or use of the Goods which is not confirmed in writing by CSI is followed or acted upon entirely at the Customer's own risk, and accordingly CSI shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by CSI shall be subject to correction without any liability on the part of CSI

### 3 Orders and specifications

3.1 No order submitted by the Customer shall be deemed to be accepted by CSI unless and until confirmed in writing by CSI's authorized representative.

3.2 Although CSI will use its reasonable endeavours to diagnose faults and provide appropriate solutions to fault systems or goods, the Customer shall be responsible to CSI for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving CSI any necessary information within a sufficient time to enable CSI to perform the Contract in accordance with its terms.

3.3 The quantity, quality, and description of and any specification for the Services and the Goods shall be those set out in CSI's job sheet.

3.4 CSI reserves the right to make any changes in the specification of the Services or the Goods which are required to conform with any applicable statutory or common law requirements or, where the Goods are to be

supplied to CSI's specification, which do not materially affect their quality or performance.

3.5 No order which has been accepted by CSI may be cancelled by the Customer except with the agreement in writing of CSI and on terms that the Customer shall indemnify CSI in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by CSI as a result of cancellation.

#### **4 Price of the Services and Goods**

4.1 The price of the Services and Goods shall be CSI's quoted price or, where no price has been quoted (or quoted price is no longer valid), the price listed in CSI's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer (if earlier), after which time they may be altered by CSI without giving notice to the Customer.

4.2 CSI reserves the right, by giving notice to the Customer at any time before provision and/or delivery, to increase the price of the Services or Goods to reflect any increase in the cost to CSI which is due to any factor beyond the control of CSI (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services or Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give CSI adequate information or instructions.

4.3 The price is exclusive of any applicable sales or value added tax, which the Customer shall be additionally liable to pay to CSI.

#### **5 Terms of Payment**

5.1 Subject to any special terms agreed in writing between the Customer and CSI, CSI shall be entitled to invoice the Customer for the price of the Goods on or at any time after provision of the Services and/or delivery of the Goods.

5.2 The Customer shall pay the price of the Services and/or Goods (less any discount to which the Customer is entitled, but without any other deduction) on the due date set out and expressly agreed in writing between CSI and the Customer, or none agreed 30 days from invoice date.

5.3 If the Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to CSI, CSI shall be entitled to:

5.3.1 Cancel the contract or suspend any further provision of Services and/or deliveries of Goods to the Customer; and/or

5.3.2 Appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and CSI) as CSI may think fit (notwithstanding any purported appropriation by the Customer); and/or

5.3.3 Charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 3% above the base rate of HSBC Bank plc until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4 If the Customer disputes one element of any invoice for the supply of Goods or Services, the undisputed part shall remain fully due and payable and in any event such dispute must be provided in writing to CSI at the address set out above within 21 days of the receipt of the invoice otherwise the Customer

waives any right he/she would otherwise have to dispute the same.

#### **6 Delivery**

6.1 Delivery of the Goods and provision of the Services shall be made by CSI ex works, Incoterms 2020, at any time when CSI has notified the Customer that CSI is able to do so. However, time is not of the essence of the Contract in this respect.

6.2 Where the Services or Goods are to be provided or delivered in instalments, each delivery shall constitute a separate contract and failure by CSI to deliver any one or more of the instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.3 If CSI fails to deliver Goods (or any instalment) for any reason other than any cause beyond CSI's reasonable control or the Customer's fault, and CSI is accordingly liable to the Customer, CSI's liability shall be limited to the excess (if any) of the costs to the Customer (in the cheapest available market) of similar services or goods to replace those not provided or delivered.

6.4 If the Customer fails to give CSI adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of CSI's fault) then, without prejudice to any other right or remedy available to CSI, CSI may:

6.4.1 Store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; and/or

6.4.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any

shortfall below the price under the Contract; and/or

6.4.3 Charge the Customer for reasonable costs incurred by CSI.

## **7 Risk and property**

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when CSI has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the ownership of and title to the Goods shall not pass to the Customer until CSI has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by CSI to the Customer for which payment is then due.

7.3 Until such time as the ownership of and title to the Goods passes to the Customer, the Customer shall hold the Goods as CSI's fiduciary agent and bailee.

7.4 Until such time as the ownership of and title to the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), CSI shall be entitled at any time to require the Customer to deliver up the Goods to CSI and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7.5 The Customer shall not be entitled to pledge, encumber or cause a lien to be placed upon the Goods, which remain the property of CSI, but if the Customer does so all moneys owing by the Customer to CSI shall (without prejudice to any other right or remedy of CSI) forthwith become due and payable.

## **8 Warranties and liability**

8.1 Subject to the conditions set out below CSI warrants that the Goods, at the time of delivery, will correspond with their specification as confirmed in writing by CSI prior to the contract being entered into and that the Services shall be carried out with reasonable skill and care.

8.2 The above warranty is given by CSI subject to the following conditions:

8.2.1 CSI shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;

8.2.2 CSI shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow CSI's or the manufacturer's instructions (whether verbal or in writing), misuse or alteration or repair of the Goods without CSI's approval;

8.2.3 CSI shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by CSI, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to CSI, which CSI hereby assigns to the Customer.

8.3 Subject as expressly provided in these Conditions, all warranties, conditions, or other terms implied by statute or common law are excluded and expressly disclaimed to the fullest extent permitted by law.

8.4 Any claim by the Customer which is based on any defect in the quality or condition

of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to CSI within 7 days from the date of delivery or the Services having been carried out or (where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect of failure. If delivery is not refused, and the Customer does not notify CSI accordingly, the Customer shall not be entitled to reject the Goods and CSI shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to CSI in accordance with these Conditions, CSI shall be entitled to replace the Goods (or the part in question) free of charge or, at CSI's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price) and/or remedy defective work carried out as part of the Services, but CSI shall have no further liability to the Customer. If the Goods are subject to an assigned manufacturer's warranty pursuant to clause 8.2.4 the only remedy available to the Customer will be under the terms of that warranty and CSI will have no liability.

**8.6 EXCEPT IN RESPECT OF ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, CSI SHALL NOT BE LIABLE TO THE CUSTOMER BY REASON OF ANY REPRESENTATION (UNLESS FRAUDULENT), OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW. CSI**

**SHALL NOT BE LIABLE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION WHATSOEVER (WHETHER CAUSED BY THE NEGLIGENCE OF CSI, ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE GOODS OR SERVICES OR THE USE OR RESALE BY THE CUSTOMER, AND THE ENTIRE LIABILITY OF CSI UNDER OR IN CONNECTION WITH THE CONTRACT SHALL NOT EXCEED THE PRICE OF THE GOODS AND/OR SERVICES, EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS.**

8.7 CSI shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of CSI's obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond CSI's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond CSI's reasonable control:

8.7.1 Act of God, explosion, flood, tempest, fire or accident;

8.7.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.7.3 Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.7.4 Import or export regulations or embargoes;

8.7.5 Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of CSI or a third party);

8.7.6 Difficulties in obtaining raw materials, labor, fuel, parts or machinery;

8.7.7 Power failure or breakdown in machinery or breakdown of vehicles.

## **9 Insolvency of customer**

9.1 This clause applies if:

9.1.1 The Customer (i) has been declared bankrupt through the issuance of an order of relief, (ii) has filed a petition in bankruptcy or for reorganization, (iii) has any bankruptcy petition filed against Customer which is not dismissed within sixty (60) days after the initial filing thereof, or (iv) has filed an answer to a creditor's petition (admitting the material allegations thereof) in bankruptcy or for reorganization or to affect a plan or other arrangement with creditors; or

9.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

9.1.3 The Customer ceases, or threatens to cease, to carry on business; or

9.1.4 CSI reasonably determines that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

9.2 If this clause applies then, without prejudice to any other right or remedy available to CSI, CSI shall be entitled to cancel the Contract or suspend any further deliveries or provision of Services under the Contract without any liability to the Customer, and if the Goods have been delivered or Services provided but not paid for the price shall become immediately due and

payable notwithstanding any previous agreement or arrangement to the contrary.

## **10. Intellectual Property and Confidential Information**

10.1 The Customer acknowledges and agrees that CSI and/or its licensors own all the Intellectual Property Rights in and relating to the Goods and Services. The Customer's use of the Goods and/or Services grants the Customer no rights in relation to CSI's (or its licensors') Intellectual Property Rights.

10.2 The Customer shall not reproduce, copy or part with possession of the whole or any part of the Confidential Information without CSI's prior written consent, such consent to be given in CSI's sole discretion.

## **11 General**

11.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

11.2 The Contract shall be governed by the internal, substantive, laws of the State of Texas, USA, without giving effect to conflicts of laws principles, and the Customer agrees to submit to the non-exclusive jurisdiction of the state or federal courts located in Harris County, Texas, USA.