

**1 NO VARIATION OF TERMS & CONDITIONS**

These terms and conditions govern the sale of Products ("Products") and the provision of services ("Services") by MultiTrode, Inc. and its divisions, subsidiaries and affiliates ("Seller") as well as by third party vendors and/or service providers of Seller. These terms and conditions ("Agreement") take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Acceptance by Buyer is limited to and conditioned upon Buyer's assent to these terms and conditions. Neither Seller's commencement of performance or delivery shall be deemed or constituted as acceptance of Buyer's supplemental or conflicting terms and conditions. Buyer's acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

Acceptance of the Order is expressly conditioned on Buyer's agreement that the terms and conditions set forth herein, together with any plans or specifications approved in writing by MultiTrode, Inc. (herein after referred to as MTI) are the sole terms and conditions of the Order and constitute a contract representing the entire agreement of the parties with respect to the subject matter thereof.

THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. Any additional or different terms and conditions contained in Buyer's prior orders or responses to this Order shall be deemed objected to by MTI without need of further notice of objection and shall not be effective or binding unless assented to in writing signed by an authorized representative of MTI. Buyer shall be deemed to have assented to all terms and conditions contained herein upon performance or part performance by MTI under this contract. Should there be conflict with any terms or conditions in any contract or purchase order used by Buyer, the terms and conditions herein shall prevail.

**2 TERMS OF PAYMENT**

For all other orders, upon approval of credit, corporate standard terms of payment are net thirty (30) days from the date of invoice unless otherwise specified in writing by Seller. If Seller otherwise specifies in writing payment terms longer than thirty (30) days from the date of invoice, then: (i) the invoice will be deemed accepted upon the thirty (30th) day from the date of invoice and no further objections will be permitted or accepted; and (ii) Buyer must certify within thirty (30) days from the date of invoice that payment has been submitted for processing. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, MTI shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate of Buyer and shall receive reimbursement for its proper cancellation charges. MTI rights under this provision are in addition to any other rights available to it at law or in equity.

**3 TAXES**

Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, performance bonds (if performance bonds are required, the direct cost will be added to the contract), and all taxes including, but not limited to, federal, state, provincial and local sales, excise, value added, goods and services taxes and any other taxes. Buyer agrees to pay these taxes unless Buyer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Buyer's place of business and any jurisdiction to which Products are to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

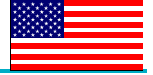
**4 PUMPVIEW**

These Standard Terms & Conditions of Sale should be read in conjunction with the PumpView Terms & Conditions of Use.

**5 WARRANTY**

The Company warrants that its goods are free from defects caused by faulty manufacture or materials provided the goods are maintained and operated in accordance with the MultiTrode Operating and Maintenance instructions for the following period from invoice date:

- MultiSmart Pump Station Manager and Operating System                      5 years
- MultiTrode Probes    10 years
- All other Multitrode Products    2 years



If any of its goods are so defective, the Company's liability will be limited (at its option) to either repair, supply of replacement goods or reimbursement of the purchase price. The warranty on your MultiTrode product shall not apply to defects or damage resulting from but not limited to:

- a) Improper or inadequate maintenance by the customer
- b) Unauthorised modification or misuse
- c) Operation outside of the environmental specifications for the product, including but not limited to prolonged and excessive exposure to sulphur dioxide gas
- d) Lightning, or other power overload
- e) Connection to an incorrect power supply, including but not limited to incorrect voltage to signal inputs
- f) Contact with water or other extraneous material (with the exception of MultiTrode probes and other level sensing devices).
- g) Installation by an unqualified or inadequately trained person
- h) Use in an unapproved application
- i) Damage or malfunction caused by any animals or insects
- j) Dead pixels or screen damage is covered by the warranty only if it affects the functionality of the product.

All warranties other than those specified by the Company are hereby excluded, and all conditions, obligations, and liabilities however arising are hereby excluded. Nothing in the warranty, however, shall be construed as affecting any rights the buyer may have under the Trade Practices Act or any other Commonwealth or State Legislation which gives the buyer rights which cannot be modified or excluded by agreement.

Where a product is returned by the end user and is found not to be defective, MultiTrode reserves the right to charge a fee for testing and freight to return the product. Where a product is repaired or replaced by MultiTrode, the repaired or replacement product will be warranted for the remainder of the original warranty period or 3 calendar months whichever is the longer.

Freight for goods returned under warranty is the responsibility of the buyer. After repair or replacement under warranty, the goods will be returned free of charge to the buyer.