



EnviroTech Services, Inc., hereinafter referred to from time to time as the "company" and the undersigned, hereinafter referred to as "Customer", agree to the following regarding goods, merchandise, material, and services purchased or obtained from Company and charged to Customer's account by Customer or an authorized representative of customer:

## STANDARD TERMS AND CONDITIONS FOR CREDIT AND SALES

All transactions between EnviroTech Services, Inc. or any of its divisions or subsidiaries ("**EnviroTech**") and a purchaser of goods or services ("**Customer**") are subject to these Terms and Conditions. Placing an order constitutes Customer's acceptance of these Terms and Conditions. No signature from EnviroTech is required for these Terms and Conditions to take effect.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), receipt of public assistance, or because the applicant has in good faith exercised any rights under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission.

1. EnviroTech extends credit only for commercial transactions, and not for personal, family or household purposes.
2. Credit limits, and credit terms, are subject to review and change by EnviroTech in its sole discretion. Changes in terms take effect upon notice from EnviroTech.
3. Customer represents and warrants that: (a) all information provided by Customer is true and correct in all material respects; (b) such information may be used by EnviroTech to make credit decisions and set credit terms; (c) Customer authorizes EnviroTech to conduct such investigations, including reviews of credit reports, as EnviroTech deems appropriate; (d) Customer consents to receive invoices, statements and other information from EnviroTech electronically; (e) Customer will use products obtained from EnviroTech only for lawful purposes and according to all instructions for use; (f) Customer shall indemnify EnviroTech against any third-party claims arising from any violation by Customer of any of the foregoing representations or warranties, these Terms and Conditions, or any other obligations owed by Customer to EnviroTech.
4. Customer agrees to pay each invoice in full according to its terms. Payments are due and payable at the address stated on the invoice.
5. If Customer's account is past due, Customer's opportunity to place orders may be restricted at EnviroTech's sole discretion. EnviroTech may require cash on delivery.
6. For any amount that is not paid when due, EnviroTech may charge a monthly finance charge equal to the lesser of 1½% per month, (18% per annum), or highest rate allowed by law. Dishonored payments will be subject to an administrative charge of \$100. Acceptance of a partial payment shall not constitute a waiver of any right by EnviroTech to collect payment in full. Payments may be allocated first to any unpaid finance charges and then to the balance due on the account. Customer must also pay on demand all costs incurred by EnviroTech in collecting Customer's account, including collection agency fees, court costs, witness fees, and all reasonable fees and disbursements of EnviroTech's or any collection agency's legal counsel.
7. EnviroTech shall have a purchase-money security interest in all goods purchased by Customer until the purchase price and all other charges have been paid in full. Customer authorizes EnviroTech to file

financing statements or other documents to perfect this security interest. The Colorado Uniform Commercial Code (“UCC”) shall apply, and EnviroTech shall have all rights of a secured party under the UCC.

8. Customer is solely responsible for all taxes or other governmental charges imposed upon sales of goods or services. If Customer claims a tax exemption, Customer must provide exemption certificates and any other information requested by EnviroTech.

9. Risk of loss for goods passes to Customer when the goods are delivered, if delivery is by EnviroTech. In all other cases, risk of loss passes to Customer when the goods are tendered to the carrier. A claim for a shortage, defect or deficiency in any goods or services must be made by Customer in writing within 30 days after Customer receives the invoice, or such claim shall be deemed waived.

10. No goods may be returned without EnviroTech's prior written approval. Restocking charges and other conditions may apply. Any credit issued for returned goods may be applied only to future purchases and shall not be refunded or settled in cash.

11. ENVIROTECH WARRANTS ONLY THAT ITS GOODS AND SERVICES SHALL SUBSTANTIALLY CONFORM TO THEIR DESCRIPTIONS. ENVIROTECH MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY FOR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ENVIROTECH'S LIABILITY, IF ANY, ARISING IN ANY WAY FROM ANY SALE OF GOODS OR SERVICES SHALL BE LIMITED TO THE PRICE OF THE GOODS OR SERVICES SOLD. ENVIROTECH SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES, OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INCOME, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, EVEN IF ENVIROTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. CUSTOMER WAIVES ALL OTHER CLAIMS OF ANY KIND.

12. EnviroTech shall not be deemed to be in breach of any contract, or liable for any failure or delay in performance, to the extent the failure or delay was proximately caused by a factor beyond EnviroTech's reasonable control, and without EnviroTech's negligence or intentional misconduct, including, without limitation: an act of war, terrorism or civil unrest; a natural disaster, fire, flood, earthquake, or unusually severe weather; a public health emergency, disease outbreak, epidemic, pandemic or quarantine; an act of a governmental authority in its sovereign or contractual authority; workers on strike; a trade or freight embargo; or unavailability of essential raw materials, transportation or labor on reasonable commercial terms; provided that EnviroTech has worked diligently to mitigate the adverse effects of the event, in which case the date by which performance is due shall be extended for a period equal to the time lost due to the delay.

13. These Terms and Conditions are governed by and will be interpreted according to the laws of the State of Colorado, without regard to its conflicts of laws provisions. Customer consents to the jurisdiction of the courts in Weld County, Colorado, and waives any objection to jurisdiction or venue in such courts.

Signature:

Title:

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Printed Name:

Date:

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Company name:

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