

STANDARD TERMS & CONDITIONS

These Standard Terms and Conditions (“Terms”) apply to all purchases or leases of Equipment from Bosstek, an Illinois corporation, located at 1607 West Chanute Road, Peoria, Illinois 61615 (“Us,” “Our,” and “We.”). You are the purchaser or lessee of our Equipment as confirmed by a signed Quote. These Terms refer to you as “You” or “Your.”

1. Binding Nature. By accepting Our Quote referencing these Terms, You agree to be bound by these Terms and the terms contained in the Quote. If the terms in the Quote contradict these Terms, then the terms in the Quote govern.
2. Sale or Lease. We will arrange for delivery of the Equipment that You purchase or Lease as provided in the Quote You signed. You agree to accept that Equipment under these Terms and as provided in the Quote.
3. Payment.
 - 3.1. If a sale of Equipment. The price for the Equipment is provided in the Quote. Unless expressly provided for in the Quote, payment is due as follows: (i) one-half of the Purchase Price upon execution of the Quote or issuance of an invoice under that Quote, whichever comes later; and (ii) the remaining balance of the purchase price upon confirmation of shipment.
 - 3.2. If a lease of Equipment. The lease rate is provided in the Quote. Unless otherwise explained in the Quote, You will be issued invoices for Your lease payments. Payment terms on said invoices is Net Due 30.
 - 3.3. Late payments. Along with any remedy available to Us under these Terms, the Quote, or at law or equity, any amounts past due will accrue interest at the lower of either 5% per month or the highest available legal interest rate.
4. Delivery and Acceptance.
 - 4.1. The Quote sets the place for delivery of the Equipment. We will arrange for delivery by third-party carrier, unless You and We otherwise agree. You are responsible for the cost of shipping and all related costs. If the Quote does not specify the place of delivery, then We will deliver the Equipment to the location we understand to be your principal place of business.
 - 4.2. You will have the right to inspect all Equipment tendered for delivery at Your own cost. This inspection may take place only at the place of delivery. If the You reject any Equipment, then You will immediately return the Equipment to Us at Your expense. Rejection for nonconformance under these Terms or the Quote must be made in writing and received within forty-eight hours of delivery. Your written notice must state, with particularity, the basis of alleged nonconformity and describe the portion of the shipment being rejected. You must strictly comply with these requirements if You wish to reject any Equipment. Your failure to strictly comply with these requirements will be considered an irrevocable acceptance of the Equipment, and confirm Your acceptance of the Terms and the Quote. After receiving notice of Your rejection, We, in Our sole discretion, will be able to either arrange for shipment of conforming Equipment or cancel the order of Equipment and return any payments You have made, less amounts paid for delivery. We bear the risk associated with the Equipment up to its delivery at the place of delivery. At that time, You will bear all risk associated with the Equipment.
5. Return of Equipment. If You return Equipment to Us, whether at the end of a lease, under these Terms, or as describe on a Quote, You will do so: (i) according to Our instructions and (ii) in the same operating order, repair, condition, and appearance as when received. You must drain all water from any Equipment before return shipment. You will return the Equipment to Us at 1607 West Chanute Road, Peoria, Illinois 61615 or any other address we direct. Along with Our other rights and remedies under these Terms and the Quote, if You do not return the Equipment promptly, or if repairs are necessary to place the Equipment in the condition required by this section, then You will pay liquidated damages to Us in the form of lease payments at the last prevailing rental rate for the period of delay, or for the period of time reasonably necessary to complete such repairs, together with the cost of such repairs.

6. Warranty.
 - 6.1. We warrant to You that Equipment will be free of defective material and workmanship for a period of three years, beginning with the date of shipment, or, for any Equipment that comes equipped with an hour meter, 3,000 hours of use, whichever comes first, on all components manufactured by or for Us. This warranty becomes valid only upon valid upon Our receipt of the full purchase price or lease payment. When You purchase used, rented, or refurbished Equipment, the 3,000 hours of use, as measured by the hour meter, is calculated on the lifetime use of the Equipment, not on Your specific use. We warrant Equipment or component parts used on Equipment, but not manufactured by or for Us, to You, to the same extent that they are warranted by the original manufacturer to Us.
 - 6.2. This warranty is null and void if:
 - 6.2.1. The Equipment is altered in any way without Our advanced written consent; or
 - 6.2.2. The Equipment is subjected to abnormal strain, neglect, abuse, misuse, improperly stored, improperly installed, or altered from factory standard; or
 - 6.2.3. The Equipment is operated anything but unadulterated potable water, unless You follows Our specific instructions regarding such use or the adulteration to potable water is a product You purchase from Us; or
 - 6.2.4. The Equipment has its trademark, name, or identification number has changed or removed; or
 - 6.2.5. Failures are caused by parts or accessories not manufactured by or for Us.
 - 6.3. Only defects called to Our attention during the three year or 3,000 hours of use period will be covered under this warranty.
 - 6.4. We will repair or replace, at Our sole discretion, at no charge to You and with freight prepaid (carrier of Our choice), any Equipment or its component parts that are found defective upon inspection by Our authorized representative. This provision of repair or replacement is the be the limit of Our responsibility under this warranty.
 - 6.5. Notwithstanding anything to the contrary in these Terms or the Quote, We will not be responsible for installation or labor costs incurred during replacement or repair of valid claims under these Terms.
7. Dispute. Your sole and exclusive remedy under these Terms and the Quote is the return of sums You paid to Us. We are entitled to any remedy under applicable law or equity. This includes, but is not limited to, requiring You to return any Equipment not paid for or the right to immediate payment of the full purchase price for any Equipment not returned. If We elect, We have the right to recover possession of the Equipment without demand, notice, court order, or other process of law and, if We so elect, You waive all claims for damages stemming from Us taking possession in such a fashion. We are entitled to all costs and expenses, including, without limitation, attorneys' fees and costs, that We incur enforcing these Terms or the Quote.
8. Termination on Contingency. Our obligation to deliver You Equipment, whether through purchase or lease, will terminate automatically if: (i) You violate any provision or requirement of these Terms or the Quote; (ii) You become insolvent or admit Your inability to pay Your debts as they become due; (iii) You make an assignment for the benefit of Your creditors; (iv) You apply for or acquiesce in the appointment of a receiver, trustee, or other custodian for Your properties and assets; (v) You file for, or have it filed against You, any proceeding under any bankruptcy, reorganization, insolvency, or similar law; or (vi) You are subject to any property levy, seizure, assignment, application, or sale for or by any creditor or government agency.
9. Miscellaneous.
 - 9.1. Assignment. You may not assign Your rights or delegate performance of Your duties under these Terms or the Quote except as provided in these Terms, unless We agree to the same in writing. You may delegate the duty of paying the purchase price or lease payments for the Equipment to a corporate financing institution. Even so, that delegation does not absolve You from Your responsibility to ensure all required payments are received by Us.

- 9.2. Contra Proferentum. No presumption or burden of proof or persuasion will be implied because these Terms or the Quote was prepared by or at the request of a particular party.
- 9.3. Credit Application. We may request that You submit a completed credit application for a business account. Any terms provided in such a document are incorporated, along with the Terms and Quote, as part of the agreement concerning the purchase or lease of the Equipment. You represent and warrant all information provided in such a credit application is true and correct
- 9.4. Definitions.
- 9.4.1. "Equipment" means the equipment, any applicable Operating and Parts Manual, parts, or chemicals provided by Us as described in the Quote.
- 9.4.2. "Parties" means You and Us.
- 9.4.3. "Quote" means the document provided to You which outlines equipment sold or leased, the amount to be charged for the equipment, shipping, or other services, and other information, which is signed by You and Us.
- 9.5. Entire Agreement.
- 9.5.1. These Terms and the Quote, along with any external documents expressly referenced in either are the complete, exclusive, and final expression of the Parties agreement on the terms and by which You rent or purchase Equipment from Us. No course of prior dealing, promises, statements, or other agreements between the Parties and no usage of trade will be relevant to supplement, explain, or vary these Terms or the Quote. You accept these Terms, including, without limitation, all limitations of liability and disclaimers of warranties, and those in the Quote when You execute the Quote and, reaccept and reaffirm these Terms, including, without limitation, all limitations of liability and disclaimers of warranties, and those in the Quote, when You accept the Equipment under § 4 (and subparts), above. If You supplied any proposed additional or conflicting terms, whether by purchase order, written communication, oral communication, or otherwise, before acceptance under § 4 (and subparts) above, then those terms are expressly rejected and Your acceptance under § 4 (and subparts) is an acceptance of these unchanged Terms and the unchanged terms of the Quote. Do not accept the Equipment under if You do not want these Terms and the Quote to be the complete, exclusive, and final expression of Our agreement concerning the purchase or lease of the Equipment.
- 9.5.2. Acceptance of or acquiescence in a course of performance under this agreement will not be relevant to determine the meaning of these Terms, even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to object.
- 9.6. Governing Law. The Parties acknowledge that the transaction which is the subject matter of these Terms bears a reasonable relation to the State of Illinois, and that the law of the State of Illinois will govern their rights and duties. The Parties agree that the proper venue for any dispute will be in the courts in Peoria County, Illinois.
- 9.7. Headings. Headings and subheadings in these Terms are inserted for convenience of reference only and are not to be considered in the construction of the provisions
- 9.8. Indemnification. You will and do indemnify and hold Us harmless from and against any and all claims, costs, expenses, damages and liabilities (including, without limitation, attorney and expert witness fees), arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery, return or other disposition of the Equipment. Notwithstanding the foregoing, You are not responsible to Us, under this section, for any losses occasioned by the gross negligence or willful misconduct of Us or any of Our employees.
- 9.9. Limitation of Liability.
- 9.9.1. IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES STEMMING FROM OR RELATING TO THE PURCHASE OR LEASE OF EQUIPMENT OR ANY TRANSACTION UNDER THESE TERMS AND THE QUOTE. THIS INCLUDES,

BUT IS NOT LIMITED TO, LOST PROFITS OR BUSINESS INTERRUPTION LOSSES. THIS LIMITATION APPLIES EVEN IF YOU OR WE ARE NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, REGARDLESS OF THE FORM OF ACTION.

9.9.2. In no event will We be liable to provide You with any relief, damages, or sums of money in excess of what You paid Us for the Equipment, whether in purchase price or lease payments.

9.9.3. Any action You bring against Us, must be commenced within one year after the cause of action accrued.

9.10. Not a Consumer Transaction and Confession of Judgment. You agree the transaction governed by these Terms and the applicable Quote is not a consumer transaction. To secure payment under these Terms and the applicable Quote, You irrevocably authorize any attorney of any court of record to appear for You, at any time from time to time after payment is due, whether by acceleration or otherwise, and confess a judgment, without process, in Our favor and against You for such amount as may be unpaid, together with costs of such proceeding and reasonable attorneys' fees, and waive and release all errors which may intervene in any such proceeding and consent to immediate execution upon said judgment, ratifying and confirming all that attorney may do by virtue of this section. You waive any errors and fully release any attorney-in-fact obtained by Us to confess judgment on Your behalf.

9.11. Notices. All notices required or permitted under these Terms or the Quote must be provided in person, by email, facsimile, or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party in these Terms or on the Quote. All notices to Us must be sent to Us with "Attention: Legal" in the subject line, Re: line, or cover page of the notice. If the Quote does not specify an address for Notices, then We will deliver notices to the address we understand to be your principal place of business or the email address we have on file for you or any one of your employees or agents.

9.12. Ownership. The Equipment is personal property, regardless of how it may be attached to other property. If You are purchasing Equipment, then We retain title and full ownership of the Equipment until We receive full payment of the purchase price and any other costs or expenses due under the Quote or these Terms. If You are leasing Our equipment, then We maintain ownership of the Equipment at all times and You must advise all third-parties of the same and not represent the Equipment as Your asset or property in any way.

9.13. Severability. If any one or more of the provisions of these Terms or of the Quote is for any reason held invalid, illegal, or unenforceable, then the remaining provisions of these Terms or of the Quote will remain unimpaired and enforceable.

9.14. Surviving Termination. Any provision of these Terms or the Quote which provide that they survive expiration or termination or which must survive expiration or termination to be fully operative will survive the expiration or termination. Without limitation, the following provisions survive termination: §§ 1,3, 4, 5, 6.2, 6.3, 7, 9 (and subparts).

9.15. Waiver. No omission, or delay, by Us at any time to enforce any right or remedy reserved to us, or to require performance of any of the terms, covenants, or provisions of these Terms or the Quote, by You at any time serves as a waiver of any such right or remedy to which We are entitled, nor will it in any way affect the Our right to enforce such provisions afterwards.

9.16. Warranty Disclaimers. EXCEPT AS SET FORTH IN THESE TERMS OR ON AN APPLICABLE QUOTE, WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT, ANY OTHER PRODUCTS SOLD, OR ANY OF Our SERVICES OR THEIR CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE BY YOU. THE WARRANTY PROVIDED IN §6 (AND SUBPARTS) ABOVE IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.