



## **ACCEPTANCE**

Battery Watering Technologies is a division of FourShare, LLC herein referred to as the Company, located in Clemmons, North Carolina. The following terms and conditions of sale apply to all orders accepted by us regardless of any stipulations or conditions contained in orders submitted to us. Any such stipulations or conditions which attempt to create any warranties or other terms or conditions of sale not expressly stated herein are considered void and will not be honored by the Company.

## **PRICE**

The price herein is F.O.B. the Company, Clemmons, North Carolina. All prices and charges set forth herein are subject to change without notice by the Company in good faith, and all items purchased pursuant to this order shall be invoiced at our prices and charges in effect at the time of shipment. The Company reserves the right to correct any price or charge which is erroneously quoted.

## **TAXES**

Any tax imposed by federal, state or other governmental authority on the sale or purchase of the items pursuant to this order shall be paid by the buyer unless such taxes are specifically included in the price.

## **PAYMENT**

Payment in United States currency is due in full on the shipment date. If payment is not received by the Company in full within thirty (30) days from shipment date, all unpaid balances shall bear interest at the highest rate permitted by law. All payments are due and shall be made at the general offices of the Company in North Carolina. The acceptance of a late payment, with or without objection or reservation, shall not waive the right to claim interest for such breach nor constitute a waiver of the requirement of timely payment in the future.

## **SHIPMENT**

The buyer is responsible for all freight, transportation, insurance, shipping, storage, handling, or similar charges unless specifically agreed to the contrary by the Company in writing.

## **DELIVERY**

The Company will use all reasonable means to make shipment by the date specified on the order, if any. However, the Company shall not be liable for any delay in delivery or any failure due to causes beyond the control of the Company. This includes, but is not limited to, acts of God, war, riots, embargoes, domestic or foreign governmental regulations, fires, floods, labor difficulties or inability to obtain shipping space or transportation.

## **WARRANTY**

The Company liability for or arising out of any defective or nonconforming equipment, service, or accessories is limited to repair or replacement or return of purchase price, FOB the Company sales office in Clemmons, North Carolina, which is agreed to be buyer's sole and exclusive remedy. Company valves, floats and gaskets are warranted to be free of defects in workmanship and materials for a period of three (3) years from date of shipment with the exception of the Sensor Valves. The Sensor Valve is guaranteed for one (1) year from date of shipment. Warranty date will be determined by invoice date. Warranty coverage outside North America shall be one (1) year; all other Company items are warranted to be free of defects in workmanship and materials for a period of one (1) year from date of shipment. The above warranties are subject to the following terms and conditions: 1) Copy of original sales invoice to user is required; 2) Defective part to be returned to the Company to determine the true warranty cause; 3) Proper operating pressure and installation and maintenance instructions must be followed; 4) The Company products must be installed by an authorized Representative of the Company who has been trained in the proper installation and filling techniques; 5) Company products must be used with compatible Company filling device(s). Equipment and accessories not manufactured by the Company are warranted only to the extent of the original manufacturer's warranty, if any. Buyer acknowledges that the limitations and disclaimers herein described are conditions of sale and that they constitute the entire agreement between the parties regarding warranty or any other liability.

## **INSPECTION**

The buyer shall inspect the items sold pursuant to this order upon arrival at destination and shall notify the Company in writing of any nonconformity within fifteen (15) days from the date of arrival at destination, including such date of arrival. In the event of notification of a product defect, the product complained about must be returned to the Company for inspection.

## **ACCELERATION**

The Company may, whenever it deems itself insecure, demand immediate performance by buyer of all obligations imposed under buyer by this contract, and may discontinue service immediately.

## **ATTORNEYS FEES**

If the indebtedness of buyer to the Company, represented by this order is collected by or through an attorney-at-law, the buyer agrees to pay reasonable attorney's fees as permitted by law.

## **WAIVER**

No provision of this order and no breach of any such provision shall be deemed waived by reason of any previous waiver, course of conduct or delay. The provisions of this order or any breach of any such provision may not be waived or modified except by a written instrument signed by the Company and the buyer. This order may not be cancelled, revised or in any way modified or amended except to the extent expressly stated in the written instrument containing such waiver, modification or amendment.

## **DEFAULT**

Upon default by buyer, the Company shall have all rights and remedies available under the North Carolina Uniform Commercial Code.

## **GOVERNING LAW**

It is acknowledged that this order shall be construed as an agreement between merchants. This agreement shall be governed by the internal laws of the State of North Carolina. The buyer agrees that the jurisdiction for the litigation of any controversy arising out of or in any way in relation to this order shall be the General Courts of Justice of the State of North Carolina.

## **SEVERABILITY**

If any provision herein shall be held invalid, all remaining provisions shall, nevertheless, be valid and effective. It is the intention of the parties that each provision hereof is stipulated separately in the event one or more of such provisions should be held invalid.