

## **Primo Energy, Inc**

### **TERMS AND CONDITIONS**

1. All change orders shall be in writing and signed by both parties. No verbal pricing, terms or conditions will be accepted, unless in writing and attached and made part of this agreement.
2. If Installation performed by Primo Energy; Primo Energy, Inc warrants it is adequately insured for injury to its employees or others, as a result of acts related to the work performed in this Proposal.
3. At Purchaser's own expense shall obtain any/all necessary permits and/or licenses necessary for the work to be performed. Purchaser shall obtain permission and/or approval when applicable.
4. If Primo Energy performs the work; Primo Energy, Inc agrees to leave the premises in a reasonably clean condition.
5. If Installation performed by Primo Energy; Primo Energy, Inc agrees to promptly finish the work within the agreed upon time frame, subject to the terms and conditions in this Purchase Order.
6. Primo Energy, Inc shall not be liable for any delay due to circumstances beyond its control including casualty, back order of materials, and/or any act of God or nature.
7. **Terms of Payment:** This order requires 35% of the total purchase price as a non-refundable down payment, and the remaining balance due upon job completion, unless otherwise revised in writing and attached hereto.
8. **Delivery:** Delivery dates are generally within sixty (60-90) days from the acceptance of an order.
9. **Cancellations:** Because of the custom assembly process of the product, the sale under this Purchase Order is final. Purchaser has 10 days to cancel or revoke this Purchase Agreement after acceptance. In the event the Purchaser terminates the order after the 10 days, Primo Energy, Inc shall be entitled to retain liquid damages including the down payment or as determined redeemable under US Law.
10. **Modification; Waiver; Indemnity; & Limitations:** No waiver or modification of this Agreement shall be valid unless it is in writing & signed by both parties.
11. **Damaged Shipments:** If unit or parts shipped are broken or damaged while in transit from Primo Energy , Inc to the customer, it is the customer's responsibility to file a claim with the carrier for the breakage or damages. If additional parts are needed to replace broken or damaged parts, the customer will need to notify Primo Energy and we will get item scheduled for shipment.
12. **Warranty & Returns:** Primo Energy warrants the workmanship of all finished goods for a period of 24 months after the installation. This is a replacement warranty. If the unit is defective, it will be replaced with a new unit.