

**PURING-INTERNATIONAL, Inc.**  
**GENERAL TERMS and CONDITIONS OF SALE and SERVICE**

Applicable to all Proposals, Purchase Orders, Invoices, Order Acknowledgments and Purchase Agreements

(January 2026)

**1. Scope and Applicability**

These Terms and Conditions of Sale and Service (these "Terms") apply to all consulting, design, technical advisory, commissioning support, training, maintenance assistance, troubleshooting, project management, and other professional services ("Services") performed by PURING-INTERNATIONAL, Inc. (hereinafter referred to as "Seller" or "PURING") for the person, firm, company or other purchasing entity (hereinafter referred to as "Buyer") named on the applicable order.

All other terms or conditions contained in Buyer's purchase orders, RFQs, or other documents that are inconsistent with or additional to these Terms are expressly rejected and shall be of no force or effect. These Terms shall prevail over any of Buyer's general terms and conditions of purchase regardless of whether Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

**2. Formation of Contract**

A. Buyer's order constitutes an offer to purchase Services, which is subject to acceptance by Seller. A binding contract shall be formed only when Seller issues a written Order Acknowledgment to Buyer.

B. The following documents form the "Agreement," in order of precedence:

1. Seller's Order Acknowledgment
2. Attachments or Statements of Work specifically referenced
3. These Terms

C. Any amendments, scope changes, or additional obligations must be agreed to in writing by Seller. Oral instructions or field directives do not modify the Agreement.

D. From time to time, the parties may execute one or more Statements of Work ("SOWs") that will describe the specific Services to be performed, deliverables, timelines, and compensation. If changes in laws, standards, or regulatory requirements after contract formation affect Seller's Services or impose an added burden, Seller may adjust the schedule, pricing, and terms accordingly.

E. Cancellation or suspension of the Agreement by Buyer requires Seller's prior written consent. Buyer shall reimburse Seller for all costs incurred, non-cancellable commitments made, and a reasonable allowance for overhead and lost profit resulting from such cancellation or suspension.

**3. Prices**

All prices are in US Dollars, unless otherwise provided for in the Proposal or Order Acknowledgment.

A. Professional Services

Fees are charged according to Seller's proposal or price schedule, including hourly or daily rates, travel time, per diem, and reimbursable expenses.

B. Price Adjustments

Seller may reasonably adjust pricing to reflect increases in labor, regulatory compliance costs, travel, or third-party services. Buyer will receive written notice, and adjustments take effect after thirty (30) days.

**4. Scope Changes**

Any Buyer-requested change to the scope, schedule, deliverables, or assumptions will be evaluated by Seller. Seller will issue a written change proposal with adjustments to:

- service fees,
- schedule,
- payment terms, and
- any other affected contract provisions.

Seller will proceed with the change only after Buyer **issues a written, authorized change order.**

**5. Warranty for Services**

A. Professional Standard of Care

Seller warrants that its Services will be performed with the degree of skill and care ordinarily exercised by reputable engineering and consulting firms performing similar services under similar circumstances.

B. Exclusive Remedy

Seller's ability to successfully perform hereunder is dependent upon the Buyer's provision of timely information, access to resources, and participation. If, through no fault or delay of the Buyer, the Services do not conform to the foregoing warranty, Buyer must notify Seller in writing within thirty (30) days of discovery of the alleged deficiency.

Seller's sole obligation, and Buyer's sole and exclusive remedy, shall be for Seller, at its option, to **re-perform the non-conforming portions of the Services** at a time of its choosing or credit Buyer's account for the fees paid for such non-conforming Services. Any re-performed Services shall not extend the original warranty period.

C. Limitations

The warranty is void to the extent deficiencies arise from:

1. Buyer's failure to follow Seller's recommendations.
2. inaccurate, incomplete, or misleading information supplied by Buyer.
3. modifications or use of deliverables not authorized by Seller.
4. operation or decisions outside the assumptions stated in the Agreement.

**NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY OF RESULTS, ARE PROVIDED.**

## 6. **Buyer Responsibilities**

Buyer shall:

1. Provide timely access to personnel, facilities, data, drawings, materials, and information necessary for Seller's performance.
2. Ensure all information provided to Seller is accurate and complete.
3. Make timely decisions and approvals.
4. Maintain safe working conditions at all Buyer-controlled locations.
5. Designate a single point of contact for coordination.

Seller may rely fully on Buyer-provided information without independent verification unless verification is explicitly included in the scope.

## 7. **Relationship of the Parties**

Seller is an independent contractor. Nothing in the Agreement creates a partnership, joint venture, fiduciary, agency, or employment relationship between the parties. Neither party has authority to bind the other.

## 8. **Compliance with Laws**

Each party shall comply with all applicable laws, including export control, sanctions, anti-boycott, anti-corruption, and anti-money laundering laws. Buyer shall not export, re-export, or transfer any Work Product or technical data except in compliance with applicable law. Buyer represents it is not a denied, debarred, or sanctioned party and will not cause Seller to deal with any such party or destination. Buyer shall not make any unlawful payments or provide anything of value in violation of anti-corruption laws.

## 9. **Intellectual Property**

"Work Product" means all deliverables produced by Seller for Buyer under this Agreement, including drawings, analyses, designs, and documents. "Seller's Underlying IP" means all intellectual property owned or developed by Seller outside of this Agreement, including its proprietary calculations, formulas, software, and methodologies.

Upon Buyer's full and final payment for the applicable Services, the Work Product shall be the sole property of Buyer. Seller grants Buyer a perpetual, non-exclusive, non-transferable, royalty-free license to use any Seller's Underlying IP incorporated into the Work Product, **solely for the internal purposes of the specific project for which it was created.**

## 10. **Limitations of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- LOSS OF PROFITS,
- LOSS OF BUSINESS OR REPUTATION,
- DOWNTIME OR DELAY COSTS,
- LOSS OF DATA,
- COST OF REPROCUREMENT,
- PERSONAL INJURY OR DEATH,
- PROPERTY DAMAGE,

## • THIRD-PARTY CLAIMS,

ARISING OUT OF OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THEORY (CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, ETC.).

SELLER'S TOTAL AGGREGATE LIABILITY UNDER THE SHALL NOT EXCEED THE **TOTAL FEES ACTUALLY PAID TO SELLER** FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM.

## 11. **Service Performance and Scheduling**

Service dates are estimates only. Seller is not liable for delays caused by:

- Bye,
- third-party contractors,
- regulatory authorities,
- unforeseen site conditions, or
- force majeure events (as defined below).

Schedules will be equitably adjusted for any such delays.

## 12. **Force Majeure**

Seller is excused from delays or failure to perform its obligations under the Agreement to the extent caused by circumstances beyond reasonable control (each, a "Force Majeure Event"), including, without limitation:

- natural disasters, acts of God
- war, terrorism, civil unrest,
- labor disputes,
- epidemics or public health emergencies,
- government orders,
- failures of utilities or communications,
- inability to obtain materials or personnel.

Performance times will be extended accordingly.

## 13. **Payments**

A. Unless stated otherwise in the SOW:

- Fees are due Net 30 days from invoice date.
- Buyer will reimburse Seller for reasonable, necessary, and properly documented out-of-pocket expenses incurred by Seller in performing Services under an executed SOW. To the extent travel is authorized under a SOW, such expenses may include reasonable travel-related costs such as airfare, lodging, ground transportation, and incidentals. For projects longer than one month, Seller may invoice monthly.

B. Past-due amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Seller may suspend Services for non-payment without liability.

C. Buyer shall pay all amounts due without setoff, recoupment, or deduction.

D. Buyer is responsible for any and all applicable U.S. taxes (other than Seller's income tax) associated with the Services.

## 14. **Indemnity**

Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, and their respective officers, directors, employees, and agents from and against all third-party claims, demands, actions, damages, liabilities, losses, and expenses (including attorneys' fees) arising out of or related to:

- Buyer's use, modification, or reliance on Work Product.

- Buyer's negligence, omissions, or failure to follow Seller instructions.
- hazardous or unsafe site conditions.
- violations of law.

**15. Confidentiality**

Each party (the "Receiving Party") shall keep confidential all proprietary or sensitive information ("Confidential Information") received from the other party (the "Disclosing Party") and use it only for purposes of the Agreement. This obligation shall survive termination of the Agreement. Confidential Information does not include information that is: (a) publicly known, (b) already in the Receiving Party's possession without a duty of confidentiality, or (c) required to be disclosed by law or court order.

**16. Assignment**

Neither party may assign the Agreement without the other party's written consent, provided that Seller may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets. Seller may also engage subcontractors in its normal course of business.

**17. Governing Law and Venue**

This Agreement is governed by the laws of the **State of North Carolina**, without regard to its conflict of laws principles. Any action relating to the Agreement shall be brought exclusively **in the state courts of Alamance County, North Carolina, or in the United States District Court for the Middle District of North Carolina.**

THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**18. Severability**

If any provision is found unenforceable, the remainder of the Agreement remains valid.

**19. Termination**

Either party may terminate the Agreement or any SOW for

material breach not cured within thirty (30) days after written notice. Seller may suspend or terminate Buyer's insolvency, failure to provide required information or site access, or nonpayment after ten (10) days' notice. Upon termination, Buyer shall pay for Services performed, non-cancellable commitments, and a reasonable allowance for overhead and lost profit on the terminated portion.

**20. Non-Solicitation**

During the term of the applicable SOW and for twelve (12) months thereafter, Buyer shall not, directly or indirectly, solicit for employment or hire Seller's personnel who were involved in providing the Services, except pursuant to a general solicitation not directed at such personnel.

**21. Waiver**

No waiver by either party of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver must be in writing and signed by an authorized representative of the waiving party to be effective.

**22. Survival**

The provisions regarding payment obligations, confidentiality, intellectual property, indemnity, limitations of liability, warranty disclaimers, governing law and venue, waiver, and survival shall survive expiration or termination.

**23. No Third-Party Beneficiaries**

Except for Seller's affiliates expressly protected hereunder, there are no third-party beneficiaries to the Agreement, and no third party may enforce any provision.

**24. Entire Agreement and Modification**

These Terms, together with Seller's proposal, Order Acknowledgment, SOW, and any attachments specifically referenced, constitute the **entire agreement** between the parties.

The Agreement may not be modified except in a writing signed by an authorized representative of Seller.