

ENCENX CORPORATION TERMS AND CONDITIONS

CONDITIONS AND TERMS OF SALE

TERMS

BY PURCHASING FROM US, YOU AGREE TO THESE TERMS AND CONDITIONS. No other terms shall apply except as agreed in writing signed by us prior to any sale or purchase. We reserve the right to reject orders. We reserve the right to make changes to quotations, pricing or correct typographical print.

PAYMENT AND PRICING

Prices, title and risk of loss are F.O.B. our warehouse located in Stafford, Texas. Prices do not include taxes or shipment costs and may be changed without notice. Payment is due upon placing order unless previous written arrangements have been made for terms. In no case shall term be extended beyond 30 days of shipment. Payments not received within specified timeframe shall be subject to interest applied at 20% per annum calculated monthly or portion thereof. Bank wire transfer, Visa, MasterCard, and Discover are accepted for net invoice amount. Credit card and arrangements subject to change at the sole discretion of Encenx.

If Purchaser shall fail to comply with any terms or fail to make payments in accordance with the terms or of any other contract between Purchaser and Encenx, Encenx may at its sole option defer further shipments or, without waiving any other rights it may have, terminate the sale of product and retake possession of any product already furnished. All deliveries shall be subject to the approval of Encenx's Credit Department. Encenx reserves the right before making any shipment or delivery to require payment in cash or additional security for payment and if Purchaser fails to comply with such requirement, Encenx may terminate shipment or delivery or any agreement to ship and deliver.

Encenx shall not be liable for failure or delay in delivery due to acts of God; differences with workmen; local labor shortages; fire; flood; or other casualty; government regulations or requirements; shortages or failure of raw materials; supplies; fuel; power or transportation; breakdown of equipment; or any other causes beyond Seller's reasonable control. In no event shall Seller be liable for any consequential damages or claims for labor resulting from failure or delay in delivery. If Buyer does not schedule unloading at the delivery site within a reasonable time, Seller may assess the costs of delay and shall not be responsible for any additional costs incurred as a result of such delay.

RETURNS

If shipment appears damaged the damage should be marked on the carrier bill and returned with the carrier. Encenx should be contacted immediately. No return authorization required.

LIMITED WARRANTY

Our only warranty obligation is to replace any item proved defective in material or workmanship by way of manufacturer's warranty. As determined by Manufacturer and or Encenx, Inc., deterioration or wear caused by heat, abrasive action, chemical, improper installation or operation or lack of normal maintenance shall not constitute defect and are not covered by warranty. Damage caused by any "Act of God" or any natural disaster such as High Wind, Lightning, Rain, Hail, Tornados, Hurricanes, Flooding, etc. are excluded from warranty coverage. The ecoPOWER motor is warranted by the motor manufacturer for two years. If the motor becomes defective in the warranty Period, notification should be given to Encenx and CSR Edmonds immediately for instructions on way forward. No attempt should be made by any unauthorized person to work on or replace motor or components. Encenx will not be responsible for any installation, removal or reinstallation costs or any consequential damages, unless

costs are agreed upon and approved in written by Encenx prior to commencing work. Under no circumstances will charges be paid if prior notification is not given and approval by Encenx is not obtained.

Encenx makes no warranty, express or implied, of fitness, fit for purpose, merchantability on parts or materials not manufactured by Encenx. All other warranties, express or implied including without limitation the warranties of merchantability and fitness for purpose, are disclaimed.

LIABILITY

ENCENX SHALL NOT BE LIABLE IN CONTRACT, WARRANTY, OR OTHERWISE FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES. IN NO EVENT SHALL OUR LIABILITY EXCEED THE PURCHASE PRICE. ENFORCING THE LIMITED REPLACEMENT RIGHTS IS THE BUYER'S EXCLUSIVE REMEDY.

INFORMATION

Information about products is as provided by our supplier. We make no warranty or representation concerning such information.

OBLIGATIONS

You warrant, represent and agree: (a) to comply with all laws; (b) that our sale and shipment of the product will not, by export thereof, your legal status or otherwise, cause us to violate any law; and (c) to indemnify us against any losses from a failure by you or a third party to comply with law or these terms and conditions, or from use of the product.