

Terms and Conditions of Purchase (OffGrid)

1. Acceptance. Purchaser shall be deemed to have accepted these Terms and Conditions of Purchase (the "Agreement") upon the earliest to occur of: (i) receipt of an invoice from Wasted* P.B.C. (the "Company"); (ii) delivery of items of equipment ("Equipment") identified in the invoice or quote to the site designated in the invoice (the "Site"); or (iii) execution of an invoice, estimate, or quote or of other conduct of Purchaser indicating acceptance. This Agreement shall supersede any inconsistent terms of any purchase order or other documents of Purchaser.

2. Payment Terms. Purchaser will pay Company in the amount and intervals forth on the Estimate and corresponding Invoice(s). Except as otherwise provided on the Invoice, Purchaser shall pay all invoices within 5 days of the date of such invoice. Overdue balances are subject to 20% late charge which, at the option of Company, shall be due upon demand or added to Purchaser's next invoice. A processing fee of 3.0% shall apply to all invoices paid by credit card. Purchaser shall pay all costs and expenses of collection incurred by Company, including reasonable attorneys' fees.

3. Taxes, Fees, Other Charges. Purchaser shall pay any and all taxes, license fees, land-related fees, or permit fees arising as a result of its purchase and use of the Equipment, whether such costs are shown on an invoice or later claimed by any Government (national, state or local) or similar taxing authority.

4. Delivery Cost. Purchaser shall pay the costs of delivery of the Equipment and related components, which will be shipped in one or more lots by the lowest cost method at the discretion of Company. Delivery dates are approximate and subject to change without notice.

5. Field Services. Company may provide field services to the Equipment, including, but not limited to, cleaning, maintenance and replenishment of soft goods, at the request of Purchaser. These services will be invoiced to Purchaser. If so requested, service will occur on days mutually agreed to by Company and Purchaser. In the event Company is unable to service the Equipment on the selected service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available subject to Company's other service commitments. Company shall be granted access to the Equipment at any time for any service, maintenance or removal of the Equipment.

6. Transfer of Title and Risk of Loss. Company retains the right and title to the Equipment until it is paid-in-full. Until such time, and without limiting any other rights or remedies that Company may have at law or in equity, Purchaser authorizes Company to enter onto the premises where the Equipment is located, repossess and remove the Equipment. Purchaser shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without prior written consent from Company. Until Company has been paid-in-full, Purchaser shall not lose possession of the Equipment, nor shall Purchaser permit any lien to be placed on the Equipment. The risk of loss, including, but not limited to the risk of loss, theft, damage or destruction of the Equipment, transfers to Purchaser upon delivery to the Site.

7. Site Authority. Purchaser represents and warrants to Company that it has full and complete rights and all approvals necessary, including permits, for the placement and operation of the Equipment at the Site.

8. Compliance with Laws. Purchaser is solely responsible for ensuring that the Equipment and operation of the Equipment complies with any federal, state or local laws, codes, ordinances, or regulations, including any permits required to use the Equipment and hereby releases and agrees to defend, indemnify, and hold Company harmless from and against any claims related to any actual or alleged non-compliance therewith.

9. Limited Warranty. Company warrants, for a period of 12 months following the date of delivery (the "Warranty Period"), that the Equipment will remain free from defects in workmanship and materials and perform the material function for which it is intended, provided, however, that, with respect to (i) the materials used in construction of the decomposition vault and (ii) the building structure, the Warranty Period shall be extended by an addition 48 months. As Purchaser's sole and exclusive remedy, Company, will in its discretion, replace, modify or repair, the non-conforming component of the Equipment at no charge to Purchaser or, if the Equipment cannot be repaired or replaced, issue a refund in the amount of 50% of the purchase price (excluding delivery, installation and other similar costs), provided that Company is notified in writing as soon as possible and not later than 10 days after discovery of the non-conformance and any component of the Equipment that is alleged by Purchaser to be non-conforming is returned to Company as Purchaser's expense. This warranty excludes, and have Company shall have no liability for, damage or defect occurring to the extent caused by (i) misuse, neglect, vandalism or accident; (ii) operation, maintenance or use in a manner not in compliance with a material requirement of any applicable operations or maintenance manuals; (iii) normal wear, tear, corrosion or natural disaster, or (iv) modifications, repairs, maintenance or alterations performed by any party other than an authorized Company technician.

10. Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 9, COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO PURCHASER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PURCHASER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF EQUIPMENT, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.

11. Limitation of Liability. Company's maximum aggregate liability to Customer shall not exceed the amount paid to Company for the Equipment in respect of which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION, ARISING

OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE EQUIPMENT SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

12. Excuses for Non-Performance. If the manufacture, transfer or receipt by the Equipment or any related components is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference, and neither party shall be liable to the other for default or delay in performing, except with respect to Purchaser's payment obligations.

13. Termination. Company may terminate this agreement and remove the Equipment immediately in the event (i) Purchaser fails to pay any amount when due to Company, (ii) Purchaser otherwise breaches any of this Agreement, (iii) Company has not been paid-in-full and any lien is placed, or is proposed to be placed, on any of the Equipment, or (iv) Company has not been paid-in-full and a proceeding in bankruptcy or for other protection from creditors is commenced by or against Purchaser.

14. Cancellation. Purchaser may not cancel or terminate its obligations under this Agreement without the prior consent of Company, and irrevocably agrees to pay for the Equipment in full when due. In the event Company consents to a cancellation request, Purchaser shall pay any costs incurred by Company as a result of such cancellation including, but not limited to, storage or disposal costs, overhead or other losses.

15. Governing Law. This Agreement shall be construed, and the respective rights and duties of Purchaser and Company shall be determined, according to the laws of the State of Vermont, without giving effect to its principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

16. Dispute Resolution. Any dispute, controversy or claim arising out of or related in any way to these Terms and Conditions of Sale and/or any sale and purchase of products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a single arbitrator sitting in New Hampshire. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of Vermont. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this agreement.

17. No Assignment. This agreement between Purchaser and Company is not transferable by either party without the prior written consent of the other party, except that Company may assign this Agreement without

Purchaser's consent if the assignment is to a to an affiliate or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of Company's assets.

18. Miscellaneous. The Agreement is the sole and exclusive statement of the parties' understanding and agreement with respect to the transactions contemplated herein, notwithstanding any other terms that might be contained in any purchase order or other document received from Purchaser or submitted to Company. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and can only be modified or changed in writing and signed by authorized representatives of both parties. No waiver by Company of any term or breach of this Agreement shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect.

19. Rights Reserved to Company. To the extent that Company provides field services to the Equipment, Company reserves the right to collect samples from the toilets to analyze nutrient content, carbon emissions and fill rates. Company shall de-identify the origin of the samples and will not analyze the samples for biomarkers, such as D.N.A.

20. Ownership of Proprietary Information. All techniques, know-how, inventions, processes, methods used in production, trade secrets and other information Company desire to remain confidential (collectively, the "Proprietary Information") information shall remain the exclusive property of Company. Company grants Purchaser a limited, non-transferable, revocable license to use any Proprietary Information that has been incorporated into the Equipment for their intended purpose for the duration of the useful life of the Equipment. With the exception of such use, Purchaser will not disclose, publish or distribute any Proprietary Information or use any Proprietary Materials for any other purpose.

21. Attorney Fees. In the event either party initiates arbitration or other legal proceedings to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to recover all costs of such litigation, including expert witness fees and attorneys' fees as allowed by law.

22. Survival. All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and delivery of the Equipment, and shall continue in full force and effect until the obligations of the parties under the Agreement have been satisfied in full.

Exhibit A

[insert payment terms]