

EXHIBIT "A"
STANDARD TERMS AND CONDITIONS OF SALE

1. Chemtec Energy Services, Inc. (Chemtec) warrants that its products or materials (hereafter "Products") meet Chemtec's standard specifications for the Products or such other specifications as may have been expressly agreed to herein. CHEMTEC MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN CONDITION 3 HEREIN. Buyer assumes all risk and liability resulting from use of the Products delivered hereunder, whether used singly or in combination with other Products. Please refer to Chemtec Product Warranty for more detailed warranty information.

2. No claim of any kind, whether or not based on negligence, shall be greater in amount than the purchase price of the Products in respect of which damages are claimed; and failure to give notice of claim within thirty (30) days from date of delivery, shall constitute a waiver by Buyer of all claims in respect of such Products. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of Chemtec. Products shall not be returned to Chemtec without Chemtec's prior permission, and then only in the manner prescribed by Chemtec. The remedy hereby provided shall be the exclusive and sole remedy of Buyer. In no event shall either party be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of such party.

3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, Act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Chemtec shall have no obligation to purchase supplies of the Products specified herein to enable it to perform this Agreement.

4. Unless specifically detailed in the order, the cost of Chemtec-supplied equipment or systems does not include:

- a. Fees for engineering assistance or other pre-installation assistance.
- b. Fees for installation assistance and systems operations training.
- c. Fees for special crating or packaging.
- d. Shipping fees.
- e. Drawings, including (but not limited to) as-built and P&ID drawings.
- f. Consolidated systems operations manuals.
- g. Non business hours technical support.

5. The Buyer shall reimburse Chemtec for all taxes, (excluding income taxes) excises or other charges which Chemtec may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of Chemtec's Products.

6. In addition to the Standard Conditions of Sale set forth herein, any Additional Conditions of Sale set forth on Chemtec's invoice or current price list for Chemtec's Products shall apply and are incorporated by reference herein.

7. This document, along with documents specifically referred to herein, contains all the terms and conditions with respect to the sale and purchase of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on either party unless in writing and signed by both parties. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Chemtec in writing to the contrary as soon as practicable after receipt of this document by Buyer, the Buyer's acceptance of the Products or

payment therefore shall be equivalent to Buyer's acceptance to the terms and conditions hereof. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.

8. No suit for any breach shall be brought later than one year from the time the cause of action arises.

9. Unless otherwise specified by Chemtec, delivery terms are EXW, Chemtec Loading Dock. Goods will be shipped via UPS Ground (or similar carrier), freight prepaid, and added to the invoice along with handling charges unless otherwise specified in writing by the customer at least 30 days in advance of shipment.

10. Unless otherwise specified by Chemtec, payment terms shall be net thirty (30) days from date of invoice. Payments from within the United States shall be by check or Wire Transfer at a bank approved by the Company. Payments from outside the United States shall be by Wire Transfer at a bank approved by the Company.

11. Past Due Accounts shall pay a finance charge equal to one and one-half percent (1½%) per month, or the maximum amount allowed by law, whichever is less, upon the unpaid balance, until the date of payment; provided, however, that no such finance charge shall be assessed on any invoice disputed in good faith and for which Buyer has notified Chemtec within ten (10) days of its receipt. The Buyer shall pay all of Chemtec's costs and expenses (including reasonable attorney's fees) incurred in enforcing Chemtec's rights under this Paragraph.

12. Any attempted modification of these terms by, and any additional or different terms included in, Buyer's purchase order, or acknowledgment, or request for quotation or other document of Buyer are hereby objected to. Notwithstanding that the Buyer may use shipping documents, order confirmations, or other documents which contain preprinted terms and conditions of sale and purchase, any such terms or conditions which modify or contradict the terms contained herein shall be disregarded unless the party against whom enforcement is sought has (i) signed such document and (ii) such document expressly and conspicuously states that the parties intend to modify and supersede the terms contained herein. These terms and conditions supersede any of previous date.