



TSG Water Resources (USVI), Inc.
 6501 Red Hook Plaza
 Suite 201
 St. Thomas, VI 00805-1306
 Phone: [REDACTED]

Customer Information				Invoice Information	
Name: LSJ LLC				Invoice #: 5020499.14.006	
Attn: Daphne or Anna				Date: 12/19/2014	
Address: 6100 Red Hook Quarters B3				Quote #: 50.2014.007	
				Customer Code: 5020499	
St. Thomas	USVI	00802		50-2014-12-18-1	
Phone: [REDACTED]				TSG Contact: Mr. Bob Petersen	
Fax: [REDACTED]					

Quantity	Description	Unit Cost	Extended Cost
	PROVIDE MATERIAL AND LABOR TO IMPLEMENT RECOMMENDATIONS PRESENTED IN REPORT DATED 12-04-14. BREAKDOWN PRESENTED BELOW:		
	New Intake Screen, Cleaning, and Installation	\$3,252.00	\$3,252.00
	Two (2) New Intake Pumps; Including Installation	\$12,194.00	\$12,194.00
	Spare Intake Pump	\$5,821.00	\$5,821.00
	Spare Priming Pump	\$2,100.00	\$2,100.00
	Intake Pump Seal; Including Installation	\$567.00	\$567.00
	Media Filter Inspection; NOT Including Media	\$1,433.00	\$1,433.00
	New Boost Pump; Including Installation	\$13,145.00	\$13,145.00
	HP Pump Service; Using Owner's On-site Spare Parts	\$5,388.50	\$5,388.50
	HP Pump Oil; 55 Gallon Drum	\$1,475.50	\$1,475.50
		Subtotal	\$45,376.00
		Shipping & Handling	
		Taxes	
		INVOICE Total	\$45,376.00

All Amounts Are In US\$, Payment Due Prior To Commencing Work or Ordering Parts
Please remit electronic payment to:

Beneficiary Name: TSG Technologies, Inc.
 Address: 2401 NE 18th Terrace, Suite B
 Gainesville, FL 32609

Beneficiary Financial Institution: SunTrust Bank
303 Peachtree St NE, 25th Floor
Atlanta, GA 30308
Swift Code: [REDACTED]

Beneficiary Bank: Ameris Bank
24 Second Ave SE
Moultrie, GA 31768
Acct # [REDACTED]
ABA Routing Number: [REDACTED]

Payment Instructions:
Further credit to TSG Technologies, Inc.
Account# 133442

Florida - US Virgin Islands - British Virgin Islands - Anguilla - Turks & Caicos - Bahamas - Mexico

Making Every Drop Count!

1. **Applicability.** These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by TSG Water Resources, Inc., a Georgia corporation, or any of its subsidiaries or affiliated companies (each may be referred to as "Seller") to the buyer indicated on the invoice attached hereto ("Buyer"). The accompanying invoice (the "Invoice") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when 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. **Delivery.**

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) If Seller is responsible for shipping the Goods, Seller shall deliver the goods to the location provided on the Invoice, provided that if no location is specified on the Invoice, Seller shall deliver the Goods to Buyer's last known address (such location the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. If Buyer is responsible for shipping the Goods, the Delivery Point shall be Seller's facility located at 2401 NE 18th Terrace, Suite B, Gainesville, FL 32609. Buyer shall take delivery of the Goods at the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to the Invoice or Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. **Shipping Terms.** The Goods shall be shipped in accordance with the Invoice; provided, however, that all shipments, unless otherwise noted on Seller's invoice, are FOB Seller's facility located at 2401 NE 18th Terrace, Suite B, Gainesville, FL 32609.

4. **Title and Risk of Loss.** Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code.

5. **Amendment and Modification.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

6. **Inspection and Rejection of Nonconforming Goods.**

(a) Buyer shall inspect the Goods upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within five (5) days of receipt and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. At Seller's expense, Buyer shall ship, at its risk of loss, the Nonconforming Goods to Seller's facility located at 2401 NE 18th Terrace, Suite B, Gainesville, FL 32609. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

7. **Price.**

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth on Seller's Invoice.

(b) All Prices are exclusive of all sales, use and excise taxes and customs duties, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Unless otherwise specifically stated to the contrary on Seller's Invoice, Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets of Seller.

8. **Payment Terms.**

(a) Buyer normally requires payment in advance. Should Seller extend terms to Buyer, Buyer shall pay all invoiced amounts due to Seller within the time provided on the Invoice, provided that in the event no time is set forth, Buyer shall pay all such invoiced amounts upon receipt of Seller's invoice. Unless otherwise specifically stated to the contrary on Seller's Invoice, Buyer shall make all payments hereunder by wire transfer in US dollars.

(b) Should Buyer have terms with Seller, Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.

9. **Limited Warranty.**

(a) Seller warrants that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and in conformance with Buyer's purchase order. With respect to any components or other items of equipment provided by Seller as to which the manufacturer provides a written warranty, Buyer shall rely solely upon said warranty; provided, however, that Seller shall assist Buyer with respect to any claim of Buyer upon any such warranty. Seller shall and does hereby assign to Buyer all warranties of all manufacturers and suppliers. Seller further warrants that the Goods will conform to the Purchase Order and, if no warranty is provided by a manufacturer, will be free from defects in materials and workmanship for a period of one year from the date of shipment. This warranty excludes any damage or defect caused by abuse, modifications not executed or approved in writing by Seller, improper or insufficient maintenance, and improper operation or normal wear and tear. Buyer's sole and exclusive remedy for a breach of this warranty shall be the repair or replacement of the Goods in Seller's sole discretion. Buyer shall be

responsible for all costs of shipping and for all duties, taxes and costs associated with the importation and exportation of Goods in connection with this warranty. In order for an item to be considered under this warranty, Buyer shall return to Seller the item as to which a warranty claim is being made at Buyer's sole expense. If Seller determines that the item is covered by this warranty, Seller shall replace or repair the item in Seller's sole discretion and promptly provide the item to Buyer. Any on-site labor required for the reinstallation or repair of any item covered by this warranty shall be provided by Buyer. **OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS; SELLER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; AND SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN CONNECTION THEREOF.**

10. **Limitation of Liability.**

(a) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**

11. **Cancellations and Returns.** Once a Purchase Order has been accepted by Seller and Seller's invoice has been issued, cancellation of the sale by Buyer is not permitted and attempted cancellation will be void. Further, the return of Goods by Buyer to Seller will not be permitted without Seller's prior written authorization.

12. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

13. **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement or any other agreement between Buyer and Seller or any other agreement between Buyer and Seller; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. **Force Majeure.** Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, hurricane, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

16. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

17. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

19. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida, the parties agreeing that the sale of Goods occurs in the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

20. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of Gainesville, and County of Alachua, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

21. **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Invoice or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.