

## Drain-Net Technologies LLC - Terms and conditions for Traptex purchase

### 1. **Definitions:**

1.1. **Customer.** "Customer" and "Customers" means, individually and collectively, purchasers of Products that are end users of the Products.

1.2. **Product.** "Product" and "Products" means, individually and collectively, the Traptex products sold by Drain-Net Technologies hereto and any other products that Drain-Net Technologies, in its sole discretion, decides to add to this Agreement.

**2. End User Agreement:** Customer agrees that this product will not be used in a healthcare facility, will not be re-sold, and will not be shipped outside of the USA. If Drain-Net Technologies LLC becomes aware of a violation prior to shipping the product, the order will be canceled, and the customer will be refunded minus credit card fees.

**3. Product Liability Indemnification:** The Customer shall indemnify and hold Drain-Net Technologies LLC harmless from and against any liability, damage, loss, cost, or expense (including, without limitation, reasonable attorney's fees and expenses necessary to consider, advise, and defend) (collectively, "Liability"), that arises out of or results from: (a) any claims, including claims for property damage, personal injury, or death to the extent that such claims arise directly or indirectly out of, or as a consequence of, the installation of a Product; (b) any claims, including claims for property damage, personal injury, or death, to the extent that such claims are based upon any wrongful or negligent act or omission by Customer (or its employees or agents).

**4. Limitation of Liability:** Under no circumstances will Drain-Net Technologies LLC be liable to the Customer for special, incidental, indirect, punitive, or consequential damages for any reason. "Consequential damages" includes, without limitation, business interruption; loss of use, revenue, reputation or data; loss or damage to property or equipment; and environmental clean-up.

Company: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_

*Traptex product will not be shipped until we have a signed copy of this page. Please sign and send copy*

*to Drain-Net Technologies at [sales@drainnet.com](mailto:sales@drainnet.com) or fax to 908-236-0278*