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Frederick, MD 21701, USA
Phone: 800.525.1698/310.275.2255

TSN U.S. QUOTE
Quote No. 4604

Email: order@tomimist.com

QUOTED TO

Name: Scott Vogel
Company: Emergi-Clean Inc.
Address:
P.O. Box 2136
Rahway, 07036 United States

Phone: 908-587-0980

Customer ID	Date Initiated	Expiration Date	Payment Terms	Sales Representative
Emergi-Clean Inc.	03/12/2020	03/31/2020	100% Payment Due Prior to Shipment	Paul Varga

Product Code	Product	List Price	Quantity	TSN Discount	Total
TPO-302-2-110	Environmental Unit - 110V SteraMist_ Vertical Environment System - 110v/120v Includes three TPO-402-02 Applicators, three stands, One Tool Kit, One DI Water Bottle.	\$ 69,863.00	1	\$ 11,199.45	\$ 58,663.55
DRA-510	Drager Portable Monitor Drager X-am 5100 Portable H202 Monitor - for use as a sentinel when using the SteraMist_ Surface Unit	\$ 2,102.00	1	\$ 0.00	\$ 2,102.00
BIT-400	SteraMist BIT SteraMist BIT Solution Cartridge 1 Gallon/3.79 Liters	\$ 157.00	4	\$ 40.00	\$ 588.00

Service Provider Agrees to service customers in the following country(ies) only:

Sub Total \$ 61,353.55

Delivery: within 1 Week After Payment

Additional Discount \$ 0.00

Service Tax \$ 0.00

Shipping \$ 339.25

Grand Total \$ 61,692.80

TOMI SERVICE NETWORK TERMS AND CONDITIONS

TOMI Service Network (TSN) is TOMI's service network and a division of TOMI in which TSN Provider will become a member at the purchase of equipment on this Quote, which requires execution prior to shipment, providing innovative solutions for the disinfection and decontamination of residential and commercial verticals and use sites utilizing TOMI's BIT technology and SteraMist Products.

TOMI Service Network Business (TSN Business) includes all services a TSN member will provide to United States customers including but not limited to disinfection and decontamination services using BIT and SteraMist Products in the numerous Environmental Protection Agency (EPA (#90150)) registered verticals and use sites.

Training & Conduct:

TSN Provider shall begin operation of TSN Business within thirty (30) days after training has been successfully completed pursuant to this Quote. TSN Provider agrees to market, sell, service, and provide TSN Business to its current and future customers with SteraMist Products in accordance with all TOMI approved published Manuals and materials, and conduct such service in a safe and professional manner, reasonably promptly and on a 24 / 7 basis.

TSN Provider shall continually maintain to the reasonable satisfaction of TOMI/TSN's reputation of honesty, integrity, fair dealings, and best effort behavior and shall maintain the highest quality of standards. All TSN Providers and TSN Providers personnel will agree to employ Best Practices and any Manual TOMI or TSN publishes and will maintain internal policies and procedures. In addition to maintaining an OSHA compliant written company Safety or State mandated compliance where the requirements exceed those of OSHA.

TSN Provider agrees to notify TSN if TSN Provider sells its already owned, used, and purchased equipment to another member or an End-User at a second-hand price. TSN Provider may be eligible to receive a commission-based percentage of gross sales made from end users on SteraMist Equipment and BIT Solution. If TSN Provider has such opportunity they will contact the Chief Operating Officer at ejshane@tomimist.com well before the sale of such SteraMist Equipment.

TSN Provider agrees to keep all the equipment (i.e. Air Scrubbers, extension cords, and power junction boxes) clean. Prior to the arrival to a TSN Business service job, and have such equipment cleaned and disinfected up to industry standards of that such TSN Business service job.

TSN Provider agrees to maintain adequate insurance coverage.

TSN Provider agrees to contact TOMI/TSN should a Critical Care Treatment Service (Critical Service) become an opportunity for TSN Provider. A Critical Service includes highly regulated industries (i.e. Pharmaceutical, Research) and governmental agencies, which may require specific documentation and protocol development.

TSN Provider agrees to have all owned SteraMist Equipment calibrated once a year. TSN Provider must call TOMI to calibrate all SteraMist Surface Units once a year at the TOMI current maintenance charge for such calibration. However, and TOMI prefers, to have TSN Provider receive training on how to calibrate their own SteraMist Environment Systems, if TSN Provider prefers to handle such calibration.

Sales & Marketing:

TOMI/TSN will assist in sales initiatives, which may include but not be limited to training of sales and marketing campaigns for targeted verticals and use sites, access to Power Point presentations, videos, case studies, strategy forums, and quarterly updates. Access to these and more will be housed on a network SharePoint site or something similar and routinely update.

TSN Provider agrees to provide material and case studies for brand awareness and enhancement. TSN Provider agrees to provide information for at least one case study a year. TOMI/TSN have authorization to use TSN Provider's name in advertising and promotional materials, as deemed appropriate. Nothing herein shall give TOMI/TSN any right, title, or interest in or to TSN Provider's name or other intellectual property. However, upon written notification by TSN Provider, TOMI/TSN will immediately cease utilizing such name for advertising and promotional purposes.

TSN Provider may design printed advertisements which incorporate their Trademarks subject to TOMI's written approval which shall not be unreasonably withheld; however, all standardized material and custom marketing material for TSN must be produced and purchased from our in-house advertising agency and/or our sales marketing print and products professionals. TSN Provider agrees to use the Trademarks with the trademark symbol [™] or if such mark is registered with the [®] symbol. TSN may demand that TSN Provider cease, using any language, offers, artwork, design or the like that TOMI or TSN deem inappropriate. TSN Provider agrees not to alter or modify any Trademarks or associated image, artwork or logo. TOMI and TOMI d/b/a TSN cannot and does not guarantee that any Network Referrals will result in a bonafide job, business opportunity, signed contract, or particular level of income or profit. TOMI and TOMI d/b/a TSN make no representations, promises, or warranties as to the quantity or quality of the calls that are routed from TOMI or other means. TOMI/TSN do not make any representations or warranties as to the potential success of TSN Business, and no one is authorized to make any such representations or warranties on TOMI/TSN's behalf.

Discount & Fees:

TSN Provider is entitled to a 15% discount from MSRP on SteraMist Equipment and TOMI/TSN may increase the MSRP at any time.

A one-time fee of \$2,500 is due from new TSN Providers upon receipt of executed Quote. This fee is for the development of the TSN Provider site hosted from TOMI/TSN website which is prominently linked to TSN Providers existing website.

A one-time fee of \$5,000 is due from new TSN Providers upon receipt of executed Quote. This fee includes a one-time training fee for the Surface Unit and one-time training fee for the Environment System. A SteraMist system must be purchased within the same year for training to be waived the second time. Any training after one-year is at a cost of \$2,500.

TSN provider agrees to purchase at least sixteen (16) gallons of BIT Solution a year at a cost of \$147.00 a gallon. TOMI/TSN will automatically ship the requirement at one (1) case per quarter, should requirement not be met.

Termination:

TSN Provider or TOMI/TSN may terminate this executed Quote arrangement in writing with forty-five (45) days notice. Upon termination, TSN Provider will no longer be a part of the TOMI Service Network. At such time, TSN Provider will no longer be eligible for the aforementioned discounts, website link, and support. All disputes relating to this executed Quote or breach thereof, that cannot be resolved by mutual agreement, shall be submitted to binding arbitration in Los Angeles, California.

All pricing in USD; excludes any applicable freight, insurance, shipping and handling charges (including applicable VAT and customs fees), and sales tax;

- All weights and dimensions are estimated and subject to change;
- TOMI reserves the right to change the Terms and Conditions; and
- For any questions regarding this Quote, please contact your TOMI Sales Representative or refer to above contact information.

TERMS AND CONDITIONS

1. Applicability.

a. These Terms and Conditions (these “Terms”) and the accompanying quotation (the “Quote”) and, together with the Terms, this “Agreement”) govern the potential sale of equipment and other products (“Goods”) by TOMI Environmental Solutions, Inc. (“TOMI”) to the customer (“Customer”) named on the Quote, comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements and communications, both written and oral. In the event of any conflict between these Terms and the Quote, these Terms shall apply unless the Quote expressly references the provision of these Terms to be superseded.

2. Delivery.

a. Unless otherwise agreed in writing by the parties, TOMI shall deliver the Goods FOB (TOMI’s facility in Frederick, MD, USA). Customer shall be responsible for all shipping and handling costs. Risk of loss of Goods shall transfer to Customer upon delivery and TOMI shall not be liable for any delays, loss or damage in transit.

b. TOMI may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the Goods shipped whether such shipment is in whole or partial fulfillment of Customer’s purchase order.

3. Pricing and Payment Terms

a. Pricing and General Payment Terms. All pricing is in U.S. dollars. Pricing excludes and Customer shall be responsible for all (i) applicable sales, use and excise taxes and any other similar taxes, duties and charges, (ii) certificate of origin fees and (iii) shipping and handling costs.

b. Domestic Payment Terms. For Customers formed under the laws of one of the United States:

i. A 50% deposit is required to initiate shipping with 50% balance due Net 30 from delivery unless agreed upon otherwise.

ii. A 20% restocking fee will be charged for all orders cancelled after receipt of a purchase order.

c. Foreign Payment Terms. For Customers not formed under the laws of one of the United States, TOMI will not ship Goods until it has received payment in full of the price of the Goods unless agreed upon otherwise.

d. Late Payments. Customer shall pay interest on all late payments at the lesser of 1.0% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse TOMI 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 TOMI does not waive by the exercise of any rights hereunder), TOMI shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due under this Agreement.

4. Limited Warranty.

a. Subject to the limitations below, TOMI warrants to the original purchaser that the Goods purchased shall be free from material defects in material and workmanship for a period of one year from date of shipment, per the packing slip.

b. The warranty set forth in Section 4.a) shall not apply:

i. if any chemical, other than the approved TOMI’s SteraMist /BIT solution is used with the Goods;

ii. if parts not made or supplied by TOMI have been used in connection with the Goods;

iii. to Goods that have been installed, repaired, maintained or modified other than in compliance with the documentation furnished to Customer by TOMI;

iv. to Goods that have been subjected to misuse (including use in conjunction with electrically or mechanically incompatible hardware), abuse, accident, physical damage, abnormal operation, improper handling, neglect, exposure to fire, water or excessive moisture or dampness or extreme changes in climate or temperature;

v. to Goods on which calibration or warranty stickers or serial numbers have been removed, altered, or rendered illegible;

vi. to damage as a result of fire, flood, acts of God or other acts which are not the fault of TOMI and which the Goods are not specified to tolerate, including damage caused by mishandling, and shipping;

vii. to any Goods that have been opened, repaired, modified or altered by anyone other than TOMI or a TOMI authorized service provider;

viii. to normal maintenance, service, calibration and replacement items or to normal deterioration of such things as, but not limited to, hoses and exterior finish, due to use and exposure; or

ix. If payment in full for the Goods has not been received by TOMI.

c. If Customer returns defective Goods to TOMI or a TOMI authorized service center within the applicable warranty period and TOMI reasonably determines that such Goods are defective and covered by the warranty above, TOMI shall, as Customer’s sole and exclusive remedy for breach of warranty and at TOMI’s option, either (i) repair the defective Goods, (ii) replace the defective Goods with a new or a rebuilt unit, which may contain refurbished parts of similar quality and functionality, or (iii) refund the purchase price for the defective Goods. After the applicable warranty period, Customer must pay all shipping, parts and labor charges.

d. EXCEPT AS EXPRESSLY INDICATED IN SECTION 4(c), IN NO EVENT WILL TOMI BE LIABLE FOR ANY DAMAGES CAUSED BY THE GOODS OR THE FAILURE OF THE GOODS TO PERFORM. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 4(a) (AS LIMITED BY SECTION 4(b)), TOMI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY (i) WARRANTY OF MERCHANTABILITY, (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. This Section 4(d) shall survive termination or expiration of this Agreement.

5. Limitation of Liability.

a. IN NO EVENT SHALL TOMI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT TOMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL TOMI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO TOMI FOR THE GOODS SOLD TO CUSTOMER UNDER THIS AGREEMENT IN THE PRIOR 12 MONTH PERIOD.

c. This Section 5 shall survive termination or expiration of this Agreement.

6. TOMI Intellectual Property.

a. In return for favorable pricing of the Goods, the license granted to Customer in this Section 6.a and for other consideration provided in this transaction, Customer and TOMI agree that all technology, discoveries, inventions, developments, modifications, processes, innovations, updates, enhancements and improvements (whether or not protectable by patent or other intellectual property rights) that are conceived, discovered, invented, developed, created, made or reduced to practice by either or both Customer or TOMI or their respective employees, advisors, directors, officers, dealers, contractors, customers, or agents ("Representatives") and that are related to the Goods shall collectively constitute "TOMI IP" and shall be the sole and exclusive property of TOMI. Customer shall promptly disclose to TOMI any such TOMI IP made in whole or in part by Customer or its Representatives ("Customer Made IP"). TOMI grants to Customer a non-exclusive, non-transferable license under the Customer Made IP solely for Customer's use with the Goods provided hereunder.

b. Customer hereby assigns, and shall procure that its Representatives assign, to TOMI the entire worldwide right, title and interest in and to any and all TOMI IP. If Customer is not permitted by applicable law to assign any TOMI IP to TOMI or the assignment provision in this Section 6 is not enforceable, Customer hereby grants TOMI a perpetual, irrevocable, exclusive, world-wide, royalty-free, sublicensable, freely-assignable license in all fields to such TOMI IP and agrees not to bring any action, claim or proceeding against TOMI or any of its customers, sublicensees or assignees for the use or exploitation of such TOMI IP.

c. Customer shall assist and cooperate with TOMI at TOMI's expense in perfecting, maintaining and defending the rights granted to TOMI in this Section 6, including the provision of any requested documentation necessary for prosecution or maintenance of patents claiming such TOMI IP, and the execution of any required documents therefor. Customer further agrees not to claim or assert that it is the owner or inventor of any TOMI IP or the manufacturer or developer of any TOMI equipment or products. Customer agrees not to sell any equipment or products incorporating any TOMI IP or to file any patent applications directed to or incorporating any TOMI IP. Customer agrees not to reverse engineer the Goods or to incorporate any portions of the Goods in Customer's own equipment or products. Customer further agrees not to cover or substantially obscure any TOMI trademark with Customer's stickers or insignias or otherwise obscure, remove or alter any TOMI trademark on any Goods. Customer will not hold itself out as a distributor of the Goods.

d. This Section 6 shall survive termination or expiration of this Agreement.

7. Miscellaneous.

a. Force Majeure. TOMI shall not be liable or responsible to Customer, 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 TOMI including, without limitation, acts of God, flood, fire, 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, lockouts, 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.

b. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of TOMI. Any purported assignment or delegation in violation of this Section 7.b is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

c. 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.

d. Amendments. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

e. Waiver. No waiver by TOMI of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by TOMI. The waiver by TOMI of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

f. 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.

g. Governing Law and Choice of Forum. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in Los Angeles, California.

h. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Agreement, without necessity of further proof.

Provider hereby acknowledges this Quote by execution below.

Authorized Signature: Scott W Vogel

Title: Chief Executive Officer

Printed Name: Scott W. Vogel

Date: 4/14/2020

TOMI Environmental Solutions, Inc.

Authorized Signature:



Title: Chief Operating Officer

Printed Name: Elissa J. (E.J.) Shane

Date: _____