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### DAMAGE OR SHORTAGE

Unless otherwise specifically agreed in writing, Customer is responsible for all loss or damage to goods and products in shipment after delivery FOB Santa Ana, CA. Customer accepts goods FOB Santa Ana, CA by receipt of goods by selected carrier/transportation. Customer is advised to inspect goods immediately upon receipt and shall not accept a damaged package or a short shipment without notifying the carrier of the damage or shortage in writing upon carrier's and customer's copy or the freight bill, bill of lading, or delivery receipt.

In the event of damage, all containers and packaging must be retained for inspection by Abtech. Customer must notify and request an inspection by the carrier upon discovery of concealed damage within 15 days of delivery. Customer shall report the concealed damage to the carrier by phone, or in-person, so long as there is a follow-up by mail. The carrier's representative is required to make the inspection within 48 hours of notification, and will fill out, sign and deliver to the customer an "Inspection Report of Loss or Damage Recovery After Delivery."

#### IN ALL CASES, SALVAGE MUST BE HELD BY CUSTOMER FOR CARRIER DISPOSITION

### POLICY AND PROCEDURE FOR RETURNED GOODS

No item may be returned, without prior authorization from Abtech, Inc. If a return is authorized, to insure proper adjustment, customer is required to provide Abtech, Inc. the following information:

1. Customer's name and address as it appears on the invoice
2. Customer's Purchase Order number
3. Abtech, Inc.'s invoice number and date
4. Abtech, Inc.'s Shipping Order number
5. The quantity, description and catalog number
6. Reason for return

The customer must coordinate with a representative of Abtech, Inc. concerning method of shipment, special labeling or packaging requirements. Returned items may be subject to a restocking charge. Return freight shall be paid by the customer. All "freight collect" returns will be refused.

### ITEMS NOT AUTHORIZED FOR RETURN

1. Custom Order Products
2. Items not purchased from Abtech, Inc.
3. Products modified, mutilated, or damaged by improper use, repairs, or application of special identification labels or name plates.

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