



# INTERNATIONAL SALES AGREEMENT

THIS AGREEMENT made this 13<sup>th</sup> day of February, 2019 by and between Patterson Pump Company, hereinafter referred to as the "COMPANY", and PT. Ragam Teknik Namora, hereinafter referred to as the "REPRESENTATIVE".

## **TERMS OF AGREEMENT**

The Company assigns to the Representative the right to sell the products specified in Exhibit 1 (hereinafter referred to as the "PRODUCTS"), within the Territory described in Exhibit 2 (hereinafter referred to as the "TERRITORY").

### **1. LAW**

- (a) This Agreement is governed by and interpreted according to the Laws of the State of Georgia, U.S.A. and shall be considered made in Georgia.
- (b) The failure of either party to enforce the provisions of this Agreement shall not be interpreted as a waiver of the provisions or of the right to enforce the provisions.

### **2. TERRITORY AND SCOPE OF OPERATION**

- (a) The Company grants to the Representative the right to sell, within the Territory, to any purchaser which is not excluded from this Agreement.
- (b) This Agreement prohibits any and all sales to any competitive manufacturer or supplier, or its direct branches, representatives or representatives, without the express written permission of the Company.

### **3. PRODUCTS, EQUIPMENT AND SERVICES**

- (a) The Products included under this Agreement are set forth in Exhibit 1. The Company reserves the right, at any time, to discontinue the manufacture or supply of any Product.
- (b) All Products will be distributed on the basis of territory. Products included above may be sold only in the Territory listed in Exhibit 2 of this Agreement.

#### **4. COMMISSIONS / PAYMENTS**

##### **4.1 Commissions**

- (a) The Company agrees to pay the Representative a negotiated commission on all sales, allowed by this Agreement, within the Territory.
- (b) Commissions shall be computed on the net amount of the invoice; after deductions for trade discounts, freight, sales taxes, C.O.D. charges, insurance, etc.
- (c) Payments of commissions will be made monthly on all full amounts collected. No commission will be paid until after the Company has been paid.
- (d) The Company will render monthly statements showing all credits and debits and any and all monies paid to the Representative as commission during this period.

##### **4.2 Payments**

- (a) On orders placed directly by the Representative with the Company, payment shall be secured by an Irrevocable Letter of Credit opened in accordance with the instructions contained in Exhibit 3 of this Agreement.

#### **5. INQUIRIES AND QUOTATIONS**

- (a) The Company will forward to the Representative a copy of all inquiries received from the Territory along with a copy of any acknowledgment the Company may deem proper.
- (b) The Representative will promptly provide the Company with a copy of any and all quotations made. All quotations are subject to approval or rejection by the Company. The Representative will in no case bind the Company in these matters, unless specifically authorized in writing. All quotations will be made subject to Exhibit 4 of this Agreement, the Company's Standard Terms and Conditions.
- (c) All inquiries received by the Representative from outside the Territory will be immediately dispatched to the Company for proper processing.
- (d) Payment Terms for Products quoted or sold under this Agreement shall be Irrevocable Letter of Credit opened in accordance with the instructions contained in Exhibit 3 of this Agreement.

## **6. ACCEPTANCE OF ORDERS**

- (a) All orders are to be in writing and in favor of the Company, and when received by the Representative will be forwarded promptly to the Company. The orders must be accompanied by all information and data necessary for the Company to have in considering the acceptance and approval of the order. A copy of all orders received directly by the Company will be forwarded to the Representative.
- (b) All orders are subject to acceptance or rejection by the Company. The Company reserves the right to refuse any business for any reason which in the considered judgment of the Company is sufficient grounds for refusal.
- (c) The Representative will be responsible for any and all broker charges, customs duties, clearance fees or tax liabilities at point of importation

## **7. ADDITIONAL OBLIGATIONS OF THE REPRESENTATIVE**

- (a) The Representative agrees that he will not during the life of this Agreement nor for five (5) years thereafter manufacture, assist or encourage any other party to manufacture any article or product similar to any article or product as sold by the Company, nor will he at any time use the Company's confidential information, pricing, drawings, engineering data, or designs in such a way as to be injurious, detrimental or competitive to the Company.
- (b) The Representative agrees not to enter into any agreement for the pooling and dividing of commissions with competitors, or Representatives thereof.
- (c) The Representative agrees to carry full liability insurance on all vehicles, or other transportation or conveying equipment under his employ and to hold the Company harmless from responsibility arising there from.
- (d) The Representative shall undertake to provide the premises required to run his business with his own staff, exercise all reasonable care and diligence, and be entitled to make use of the services and technical expertise of the Company as and when required.
- (e) The Representative agrees to perform all work necessary to execute contracts locally for promoting and marketing the Products, make available suitable storage areas, open new distribution centers as may be necessary, and provide local services within the Territory. The Representative shall, in the performance of the Contract, be entitled to use the Company's trademark, but without any additions or modifications. He shall also exert his best efforts to make such trademark known throughout the Territory.

- (f) All service work performed by the Representative or his personnel will be the sole responsibility of the Representative unless authorized by the Company.
- (g) All expenses for the operation of the Representative's office and activity will be borne by the Representative, and he will be solely responsible for the payment of same. The Representative is solely responsible for his own salesman and representatives and for their acts.
- (h) The Representative will have no authority to vary, alter, enlarge, or limit orders and contracts of sale, or to make representations or guarantees not therein stated. The Representative will have no authority to bind the Company to any contract of employment, or to receive monies payable to the Company. The Representative will have no authority to endorse the Company's checks, or commercial paper, or to carry bank accounts in the name of the Company.

**8. DURATION OF AGREEMENT**

- (a) This Agreement will continue in full force and effect for three (3) years from the date of its execution, but may be terminated during such period, without show of cause, by either party upon thirty (30) days advance written notice to the other party.
- (b) If not so terminated by either party, this Agreement shall automatically renew itself from year to year.

**9. NON-ASSIGNMENT OF AGREEMENT**

- (a) All obligations of the Representative hereunder are not subject to assignment or delegation without the prior written consent of the Company.

**10. RIGHTS UPON TERMINATION OF THIS AGREEMENT**

- (a) Cancellation or termination of this Agreement for any reason or modification thereof by amendment will not void the liability of the Company to the Representative for commissions with respect to orders accepted by the Company prior to the effective date of such termination or modification, regardless of when shipments are made or invoices rendered. All orders in the process of negotiations, however which have not yet been accepted by the customer and transmitted on to the Company, are automatically eliminated from the payment of commission thereon. All bonafide orders that have been placed in transmission to the Company and which for lack of time have not yet been rejected or approved by the Company, will be subject to commission payment when and if approved and shipped to the customer. Orders shall be deemed in transmission to the Company when deposited in U.S. mails, sent via electronic mail, or sent via facsimile by customer or Representative.

- (b) Upon termination, all trade names, patents, designs, drawings, technical data, advertising and sales aids, will be returned to the Company by the Representative as directed by the Company. The Representative will not make or retain copies of any confidential items or information with which he may have been entrusted.

## **11. EXPORT CONTROL REGULATIONS / CORRUPT PRACTICES**

- (a) The COMPANY is a global company which operates in the United States the COMPANY is governed by the U. S. export rules and regulations regarding the export and/or re-export of products, spare parts, accessories, training materials, and technical data. It is the policy of the COMPANY that under no circumstances, will sales be made contrary to U. S. Export control laws and regulations or the policies and procedures of the COMPANY'S Export Management and Compliance Program.
- (b) The COMPANY is also subject to the U. S. Foreign Corrupt Practices Act and the U. K. Bribery Act of 2011 both of which make it illegal to offer or promise to make payments, gifts or anything of value with a corrupt motive, directly or indirectly, to a foreign government official or any other person acting as an intermediary for payments to foreign officials, in order to assist in obtaining or retaining business, or to secure an improper advantage.
- (c) NOW THEREFORE, all of the COMPANY'S contracted Distributors, OEM's and Sales Representatives are likewise bound to these obligations the same as the COMPANY and by signing this Amendment agree to fully do so.

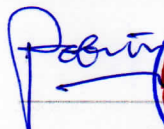
## **12. GENERAL CONDITIONS**

- (a) Wherever in this Agreement the term "By Written Notice" is used to indicate a means of notification from one party to the other, it is understood to be via international package delivery service (i.e., FedEx, UPS, DHL, etc.), via electronic mail, or via facsimile by customer or Representative.
- (b) There are no understandings not contained in this Agreement and its Exhibits; and this Agreement supersedes and cancels any and all previous contracts, arrangements, or understandings that may have existed or may exist between the parties, but does not affect any rights that may have occurred or may occur to either party there under.
- (d) It is understood and agreed that the Company and the Representative are independent contractors and free representatives and that neither will exercise any control over the activities of the other.



IN WITNESS THEREOF, the Company has caused this Agreement to be signed by a duly constituted individual, or officer, and has caused its seal to be hereunder affixed, and the Representative has hereunto set the hand of its duly authorized Representative, or officer, and set or affixed its seal, the day and year first above written.

**REPRESENTATIVE:  
PT. RAGAM TEKNIK NAMORA**

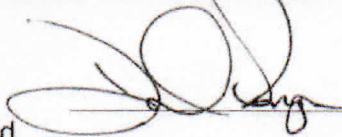
By:   
Printed Name: Roberto Nainggolan

Title: Director

Date: 14 February 2019

  
Witness: Roin Nainggolan

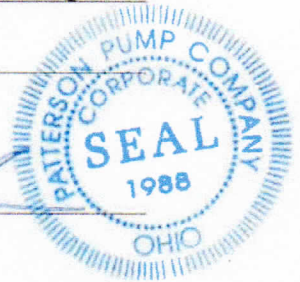
**COMPANY:  
PATTERSON PUMP COMPANY**

By:   
Printed Name: Kerby Pope

Title: International Sales Manager

Date: 13 February 2019

Witness: 



## EXHIBIT 1

### PRODUCTS

Fire pumps and pumping systems

## EXHIBIT 2

### TERRITORY & MARKET

\*\*\* TERRITORY \*\*\*

Indonesia

\*\*\* MARKETS \*\*\*

Power Plants, Oil and Gas Facilities

### HOUSE ACCOUNTS

None

## EXHIBIT 3

### LETTER OF CREDIT

Below are terms and conditions Patterson would find acceptable in a Letter of Credit issued by your bank. Your efforts to gain compliance with these terms and conditions in the issuance of this Letter of Credit will ensure prompt dispatch of your order. If your bank is unable to issue the credit within the following guidelines, please contact us providing information on those areas which must be altered. This will eliminate needless costs involved in amendments and delay after the credit has been opened.

1. The Letter of Credit is to be drawn in irrevocable form and be subject to the Uniform Customs and Practice for Documentary Credits, as published and updated from time to time by the International Chamber of Commerce.
2. The Letter of Credit is to be confirmed or advised by a U. S. Bank at Patterson Pump Company's discretion.
3. The beneficiary is to be shown as:  
Patterson Pump Company  
2129 Ayersville Road  
P. O. Box 790  
Toccoa, Georgia 30577  
U. S. A.
4. The Letter of Credit is to be negotiable at the counters of the U.S. Bank.
5. The proceeds of the Letter of Credit shall be available by Beneficiaries Draft at sight for full invoice value.
6. The Letter of Credit shall be payable only in U. S. Dollars.
7. The period for Presentation of Shipping Documents under this Letter Of Credit shall be 21 days. In addition, any required secondary mailing or couriering of shipping documents shall not be required prior to 10 days after vessel sailing.
8. The Port/Airport of Export shall be specified as any U.S A. Port/Authority.
9. Transshipment and partial shipments should be allowed.
10. The following documents are normally provided, if required, in the Letter of Credit. Please avoid the requirement for any other documents without prior agreement on our part.
  - a. Commercial Invoice, one original and two copies marked F.O.B. Toccoa, Georgia.
  - b. Packing List, one original and two copies.



- c. Clean Ocean/Air Bill of Lading consigned to the opening bank.
  - d. If Consularization/Legalization is required, ADD \$400.00.
  - e. If a Certificate of Origin is required, ADD \$100.00.
11. Shipment shall be evidenced by a direct carrier Bill of Lading or Consolidator/Forwarder Bill of Lading.
  12. The Bill of Lading shall be marked Freight Collect unless freight costs are included in the selling price.
  13. The Letter of Credit shall specify that Insurance will be provided by the Applicant (Buyer).
  14. The Letter of Credit shall specify that all banking charges are for the account of the Applicant (Buyer).
  15. The Letter of Credit shall show all charges for amendments, confirming fees and negotiation fees for the account of the Applicant (Buyer).
  16. The latest shipping date allowed by the Letter of credit must be minimum of thirty (30) days beyond quoted shipping dates.
  17. The expiration date of the Letter of Credit must be a minimum of twenty-one (21) days beyond the latest shipping date allowed by the Letter of Credit.
  18. Conveyance of original or copies of shipping docs via "Ships Bag", "Captain's Mail", etc. will not be allowed.
  19. Any shipment "Pre Alert" or notification via electronic means must be via facsimile (fax) and not telex. In addition, the fax number must be clearly stated in the body of the Letter of Credit.
  20. Our freight forwarder (JAS Forwarding, USA) will prepare all necessary shipping documents and submit same to bank regardless of the applicable transaction term of sale.

# EXHIBIT 4

## Standard Terms & Conditions

All orders for Patterson products shall be made out to Patterson Pump Company and shall be subject to acceptance by Patterson Pump Company (hereinafter referred to as "The Company") at Toccoa, Georgia

### 1. GENERAL:

Except as otherwise agreed to in writing by authorized personnel at the Company's plant, the following terms and conditions shall apply to and form a part of this quotation and any order resulting there from and any additional and/or different terms of Buyer's purchase order or other form of acceptance are rejected in advance and shall not become a part of any order resulting from this quotation.

### 2. ASSIGNMENT:

The rights of Buyer hereunder shall neither be assignable nor transferable without the written consent of the Company.

### 3. QUOTATIONS:

Written quotations by the Company become void unless accepted by the Buyer in writing within forty-five (45) days of the date of the quotation.

### 4. PRICE:

Prices for items of equipment covered by this quotation are subject to escalation in accordance with the applicable Bureau of Labor Statistics Indices (BLS) based on the period from date of quotation to date of shipment. This shall apply unless otherwise agreed to in writing by the Company.

### 5. TERMS OF PAYMENT:

Unless otherwise specified in this quotation, the terms of payment shall be net 30 days from date of shipment.

If Buyer delays shipment, payments based on date of shipment shall become due as of the date when ready for shipment. If Buyer delays completion of manufacture, the Company may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of the Company.

Accounts past due shall bear interest at the highest rate lawful to contract for but if no limit is set by law, such interest shall be 1½% per month. Buyer shall pay all costs and expenses, including reasonable attorney's fees, incurred in collecting same, and no claim, except claims within the Company's warranty of material or workmanship, as stated below, will be recognized unless Buyer notifies the Company in writing within thirty (30) days after date of shipment.

### 6. INSOLVENCY OF BUYER:

If any proceeding is initiated by or against Buyer under any bankruptcy or insolvency law, or in the judgment of the Company the financial condition of Buyer, at the time the equipment is ready for shipment, does not justify the terms of payment specified, the Company reserves the right to require full payment in cash prior to making shipment. If such payment is not received within fifteen (15) days after notification of readiness for shipment, the Company may cancel the order of any unshipped item and require payment of reasonable cancellation charges.

### 7. TAXES:

All prices exclude present and future sales, use, occupation, license, excise, and other taxes in respect of manufacture, sales, or delivery, all of which shall be paid by Buyer unless included in the purchase price at the proper rate or a proper exemption certificate is furnished.



**8. ALTERATION, CANCELLATION, RESCHEDULING & RETURNED EQUIPMENT:**

Any order resulting from this quotation cannot be cancelled, altered or rescheduled except with the written consent of the Company and upon terms which will indemnify the Company against all loss occasioned thereby. All additional costs incurred by the Company due to changes in design, specifications, modification, or revision of any order or product resulting from this quotation must be paid for by Buyer.

Goods may be returned only when specifically authorized by the Company. The Buyer will be charged for placing returned goods in a saleable condition, plus any sales expenses then incurred. In addition, the Buyer will pay a reasonable restocking charge as well as all outgoing and incoming transportation costs.

**9. SPECIAL JIGS, FIXTURES AND PATTERNS:**

Any jigs, fixtures, patterns and like items which may be included in an order will remain the Company's property without credit to Buyer. The Company will assume the maintenance and replacement expense of such items, but shall have the right to discard and scrap them without credit to Buyer after they have been inactive for one year.

**10. DELAYS:**

The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond the Company's control. No provision for liquidated damages for any cause shall apply under this order. Buyer shall accept delivery within thirty (30) days after receipt of notification of readiness for shipment.

**11. INSPECTION:**

Inspection of goods in the Company's plant by Buyer or Buyer's Representative will be permitted insofar as this does not unduly interfere with the Company's production workflow, provided that complete details of the inspection Buyer desires are submitted to the Company in writing in advance.

**12. SHIPPING:**

Unless Buyer specifies otherwise in writing: (a) goods will be boxed or crated as the Company may deem proper for protection against normal handling, and extra charges will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at the Company's discretion, and may be insured at Buyer's expense, value to be stated at order price. On all shipments, F.O.B. Company producing factory, delivery of goods to the initial carrier will constitute delivery to Buyer and all goods will be shipped at Buyer's risk. Claims for shortages will be deemed to have been waived if not made in writing within ten (10) days after the receipt of the material in respect of which any such shortage is claimed. The Company is not responsible for loss or damage in transit after having received "In Good Order" receipt from the carrier. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer. Acceptance of material from a common carrier constitutes a waiver of any claims against Company for delay or damage or loss.

**13. DELIVERY:**

Except at otherwise specified in this quotation, delivery will be F.O.B. point of shipment. In the absence of exact shipping instructions, the Company will use its discretion regarding the best means of shipment. No liability will be accepted by the Company for so doing. All transportation charges are at Buyer's expense. Time of delivery is an estimate only and is based upon the receipt of all information and necessary approvals. The shipping schedule shall not be construed to limit the Company in making commitments for materials or in fabricating articles under this order in accordance with the Company's normal and reasonable production schedules.

**14. SECURITY INTEREST:**

Company retains title to and a security interest in all products sold to Buyer hereunder until the purchase price and other charges, if any, are paid in full. Upon request of Company, Buyer will execute any document or furnish any notices necessary to perfect the security interest of Company in the products sold hereunder.

**15. OPERATING CONDITIONS AND ACCEPTANCE:**

Recommendations and quotations are made upon the basis of operating conditions specified by the Buyer. If actual conditions are different from those specified and performance of the equipment is adversely affected thereby, Buyer will be responsible for the cost of all changes in the equipment required to accommodate such conditions. The Company reserves the right to cancel any order and Buyer shall reimburse the Company for all costs and expenses incurred in, and reasonable profit for performance hereunder. In such event, the Company reserves the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart are descriptive only and are not warranties or representations, the Company will certify to a rated capacity in any particular product upon request. Capacity, head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature of not over 85°F. Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these.

**16. RECORDS, AUDITS AND PROPRIETARY DATA:**

Unless otherwise specifically agreed in writing and signed by an authorized officer, neither Buyer nor any Representative of Buyer, nor any other person, shall have the right to examine or audit the Company's cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which the Company, in its sole discretion, may consider in whole or in part proprietary to the Company.

**17. PATENT INFRINGEMENT:**

The Company will hold Buyer harmless against any liability for infringement of any apparatus claim of any United States patent, issued at the date of the contract, and arising out of the sale or use in the form supplied by Company of equipment designed and/or manufactured by Company.

The Company will assume no liability with respect to equipment specified by either the Company or Buyer, but not designed and/or manufactured by the Company.

Buyer will hold the Company harmless against any liability for infringement or any apparatus claim of any United States patent, issued at the date of the Contract, and involving equipment furnished by the Company in accordance with drawings and/or specifications furnished by Buyer.

The party assuming liability, as stated above, shall be notified immediately of any assertion of infringement, and shall have the absolute control of the defense thereto, including the right to settle, defend against Legal action, or make changes in the equipment to avoid infringement.

**18. LIABILITY LIMITATIONS:**

Under no circumstances shall the Company have any liability for liquidated, collateral, consequential, or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, whether resulting from delays in delivery or performance, breach of warranty, negligent manufacture or otherwise. The aggregate total liability of the Company in connection with the performance of this order, whether for breach of contract or warranty, negligence, or otherwise, shall in no event exceed the contract price. Buyer agrees to indemnify and hold harmless the Company from all claims by third parties in excess of these limitations.

Since the compliance with the various Federal State and Local laws and regulations concerning occupational health and safety and pollution are affected by the use, installation and operation of the equipment and other matters over which the Company has no control, the Company assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.

**19. WARRANTY:**

**THE ATTACHED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

**20. OTHER RIGHTS & REMEDIES:**

In addition to the rights and remedies conferred upon the Company by any contract resulting from this quotation, the Company shall have all rights and remedies conferred at law and in equity and shall not be required to proceed with the performance of any order resulting from this quotation if Buyer is in default in the performance of such order or of any other contract or order with the Company.

**21. LAW GOVERNING CONTRACT:**

All orders accepted by the Company shall be governed and controlled as to the validity, enforcement, interpretation, construction, effect and in all other respects, by the statutes, laws and decisions of the State of Georgia, which is the state in which the Company's principal place of business is located. All orders accepted by the Company shall be considered as submitted to the Company at its principal place of business in Stephens County, Georgia, and shall be deemed to have been entered into in Stephens County, Georgia, unless the Company agrees otherwise, in writing. The Buyer agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from an order accepted by the Company shall be litigated at the Patterson Pump Company's discretion and election, only in The Court's of Stephens County, Georgia. The Buyer hereby consents and submits to the jurisdiction of these Courts and waives any right to seek a transfer or change of venue in any litigation brought against the Company by the Buyer or in any litigation brought by the Company against the Buyer.





## *Warranty*

Patterson Pump Company and Divisions of Patterson Pump Company ("Patterson") warrants, to the extent hereinafter set forth, each new piece of Patterson equipment to be free from defects in material and workmanship under the normal use and service for which it was intended if, and only if, it has been properly installed and operated.

Patterson's obligation under the warranty is limited to replacing or repairing, free of charge, F.O.B. point of manufacture, any defective part or parts of the equipment that were manufactured by Patterson and which are returned to Patterson at Toccoa, Georgia, provided that such part or parts are received at the Patterson factory not later than twelve (12) months after installation or eighteen (18) months after shipment whichever occurs first.

As to a part or parts such as engines, motors and accessories which are furnished by Patterson, but not manufactured by it, same will carry only the warranty of the manufacturer of such part or parts, and this shall be the limit of Patterson's liability with respect to such part or parts. Mechanical seals provided on commercial products (HVAC & Plumbing) are not covered by this warranty.

Purchaser must notify Patterson by registered or certified mail, return receipt requested, of a claimed breach of warranty within thirty (30) days after discovery thereof, but not later than the termination of the guarantee period hereinabove provided; otherwise, such claim shall be deemed waived.

Purchaser assumes all risk and liability whatsoever resulting from the use thereof, whether used singly or in combination with other equipment or machinery.

This warranty shall not apply to any Patterson Equipment, or parts thereof, which have been repaired or altered without Patterson's written consent, outside Patterson's factory, or which have been altered in any way so as in the judgement of Patterson, to affect adversely the performance or reliability of the Patterson equipment, or which have been subject to misuse, negligence or accident, or which have been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such equipment.

THIS WARRANTY IS FURNISHED EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOT OTHERWISE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PATTERSON.

Patterson shall not be liable for any loss or damage resulting, directly or indirectly, from the use or loss of use of the equipment. Without limiting the generality of the foregoing, this exclusion from liability embraces the Purchaser's expenses for downtime or for making up downtime, and/or damage for which the purchaser may be liable to other persons, and/or damages to property, and/or injury to or death of any persons. Patterson neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of the Patterson Equipment.

PATTERSON PUMP COMPANY / A Subsidiary of Gorman-Rupp  
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Box 790 / Toccoa, Georgia 30577 (706) 886-2101 / FAX (706) 886-0023  
[www.pattersonpumps.com](http://www.pattersonpumps.com)