



Sales Order

Terms and Conditions

Scope

All sales are subject to these general terms and conditions. Kalmar RT Center, LLC (KRTC) will be referred to as “Seller” and the customer will be referred to as “Buyer.”

Orders

Sales orders are conditional upon satisfactory credit approval and approved export license if required of the Buyer. Once confirmed by the Seller, orders cannot be cancelled, modified or returned, except with Seller’s written consent and upon terms which provide for indemnification of the Seller for the costs and expenses incurred.

Shipments

Delivery schedules stipulated in either a quotation or the sales orders are approximate only and shipment will be made within reasonable proximity thereto. Under no circumstances will the Seller be responsible for any damage whatsoever caused by delays in shipment, whether resulting from causes within or beyond the control of the Seller. The Seller shall bear no liability for products lost or damaged during transit. The Seller may agree to different shipment terms as specified in the quotation or in the sales order. Freight prepaid orders, when applicable, will be delivered by the carrier of the Seller’s selection, unless the use of other carriers is agreed to in writing with the Buyer.

Prices

Published prices are subject to change without notice until orders are accepted by the issuance of a sales order, whereupon prices will remain firm for those shipments that take place within the time stated in the sales order. For specific projects, contracts or quotations, the Seller may agree in writing to protect prices for an extended period of time. Each shipment made will be immediately invoiced. Unless stated otherwise, quoted or published prices do not include any sales, use, excise or any other tax or levy imposed by any present or future law, regulation or other order, on any of the products. The Buyer must provide the Seller with tax exemption certificates or other documents, as required by the specific tax jurisdiction, in order not to be charged for any of the applicable taxes.



Terms of Payment

Unless other terms of payment are agreed to in writing by the Seller, payment is due upon delivery of the products. If applicable, cash discounts, expressed as a percentage, are calculated on the net invoiced prices before any taxes, freight or other charges and can only be deducted from payment if the Seller receives payment from Buyer on or prior to the due date. Net 30 days means that payment is due within 30 days of the date of invoice and no cash discount is applicable. Overdue accounts shall bear interest at a rate of 18% per annum. The granting of credit by the Seller is at all times based on its evaluation of the Buyer's financial condition. If such financial condition does not justify continuance of shipment on credit, the Seller may require full or partial payment in advance.

Title to the Goods Sold

The Buyer acknowledges and agrees that so long as the products are in Seller's possession, title to the products shall remain with the Seller until full payment therefore is received by the Seller. The Buyer agrees to defend, indemnify and save the Seller harmless from any and all costs, expenses and damages arising out of any claims asserted against the Seller pursuant to the exercise of its ownership rights or any recourse in payment of purchase price.

Return of Products

The Seller may accept the return of products, subject to the following:

- a) Prior to returning any products, the Buyer must obtain a Return Material Authorization (RMA) number from the Seller
- b) Products must be returned freight prepaid, unless otherwise authorized by the Seller and
- c) Products must be received in good saleable condition and, if required, in full carton quantities and in their original packaging. A minimum return charge of 25% of the purchase price will be applied against any credit issued pursuant to the return of products, except in the case of a Seller shipping error. The Seller may apply additional charges against the credit to cover remarketing costs or may refuse to issue any credit, but will advise the Buyer accordingly. The Seller may direct that products be destroyed for credit rather than returned.

Changes to Products

The Seller reserves the right to make changes or improvements to its products without assuming any further obligation.



Patent Rights

If any claim is made against the Buyer based on the allegation that any of the products sold by the Seller constitute an infringement of any U.S. or Canadian patent, the Buyer shall notify the Seller immediately. The Seller shall have the right, at its own option and expenses, to take any actions to protect and defend its rights.

Force Majeure

The Seller is promptly notified in writing of such defect immediately upon discovery of same and the defective product is promptly returned to the Seller. Claimant must provide documentary evidence of failure, as well as the failed components or representative samples of product(s) that are alleged to have failed and agree to inspection by the Seller of the system in which the alleged defective Product(s) was/(were) installed. The following conditions shall be met:

- a) The products have not been altered or modified after leaving the Seller's premises, have not been used in more than one installation, show no evidence of disassembly or tampering, are not and have not been subjected to abnormal operating conditions, accident, abuse, misuse, unauthorized alteration or repair and the defect is not due, without limitation, to faulty installation, misalignment of products, vibration, ordinary wear and tear, corrosion, erosion, U.V. degradation, incompatible lubricants, pastes and thread sealants, unusual pressure surges or pulsation, water hammer, temperature shocking or fouling, acts of nature such as earthquakes, fire, flood or lightning or any other event of force majeure.
- b) The products have been used in applications or under conditions that are in accordance with the technical information or literature available from the Seller.
- c) If the Product is perishable, the Product has been used or installed prior to the expiry date printed on the Product.

Seller shall in no event be responsible or liable for any non-performance or delay in performance hereunder or any loss or damage of any kind or nature whatsoever, direct or indirect, suffered by the Buyer, subsequent Buyers, ultimate users of the goods or any other person, as a result of any causes beyond the reasonable control of the Seller including, without limitation, price alterations, delay in shipments, strikes, lock-outs, fires, floods, civil commotion, riots, wars, acts of God, embargos, labor shortages, walk-outs, work slowdowns, accidents, breakdowns, delays in manufacture, transportation or delivery of goods or materials, shortages of materials or supplies, government acts or regulations or licensing action.

“Notwithstanding anything else agreed herein, there shall be no liability for the seller for loss of production, loss of profit, loss of use, loss of production, loss of contracts, whether considered indirect or direct, or for any consequential or indirect loss whatsoever. The remedies of the



Buyer set forth in this Agreement are exclusive. In no event shall the Seller's liability under this Agreement exceed 15 % of the total Contract Value."

Governing Law

This agreement and all rights and obligations hereunder shall be governed by the laws of the state of Texas and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in the state of Texas.

Non-waiver

No delay, failure, change or waiver by the Seller to exercise any one or more of these terms and conditions of sale shall be construed or shall operate to be a waiver thereof or a continuing waiver of such terms and conditions.

Warranty and Limitation of Liability

All of the Seller's products are guaranteed against defects resulting from faulty workmanship or materials, subject to the limitations, exceptions, disclaimers and conditions stipulated hereunder or specified with respect to particular products and posted, updated or amended on the Seller's website or stipulated in the Standard and Optional Extended Warranty Statement.

The Seller will replace, free of charge, including shipping charges for the replacement products, any products which are found to be defective in workmanship or material. Limited warranty periods may apply to certain products. Seller requires a Pre-delivery/Hand Off inspection be completed in order to initiate the start of the warranty on all whole goods products.

Service Parts Warranty

Kalmar RT Center LLC, or its authorized representative, warrants all service parts to be free from defects in materials and workmanship at the time of sale.

A Kalmar RT Center service part which is not found to be as warranted within **TWELVE (12) MONTHS FROM THE DATE OF PURCHASE** will be replaced or repaired. This warranty is limited to the cost of providing a replacement part; not including freight, special charges or cost of installation; to replace that part found not to be as warranted or, at the sole option of Kalmar RT Center, the cost; not including the cost of travel, troubleshooting, removal or installation, or machine transportation; of repairs to that part by an authorized Kalmar RT Center parts distributor performing the work during normal working hours.



THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED AND EXCLUDED. KALMAR RT CENTER AND ITS AUTHORIZED REPRESENTATIVES SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.

EXCLUSION OF WARRANTIES FOR CERTAIN PRODUCTS; Products supplied directly from the manufacturer or manufacturer's representative through Direct Ship Programs are warranted only by the manufacturer or representative as provided in the manufacturer's or representative's warranty policy. The Distributor is authorized to enforce its own name any warranties, representations, or agreements which may be made by the manufacturer or its representative to either the Distributor or the Company, but the Company makes no warranties, express or implied, and any implied warranty, including without limitation, any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE is expressly disclaimed and excluded. No claim of breach of warranty shall relieve the Distributor of its obligation to pay for the products.

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