

TERMS AND CONDITIONS

1. Acceptance of Terms and Conditions. These Terms and Conditions shall operate as Seller's acceptance of Buyer's purchase order, and such acceptance is made expressly conditional on assent by Buyer to the Terms and Conditions. Such assent shall be deemed to have been given unless written notice of objection to any of such Terms and Conditions (including inconsistencies between Buyer's purchase order and this acceptance) is given by Buyer to Seller promptly on receipt hereof.

Seller desires to provide its Buyer with prompt and efficient service. However, to negotiate individually the terms of each sales contract would substantially impair Seller's ability to provide such service. Accordingly, products furnished and services rendered by Seller are sold only on the Terms and Conditions stated herein. Notwithstanding any Terms or Conditions on Buyer's order, Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's Terms and Conditions of sale unless otherwise specifically agreed to in writing by Seller. In the absence of such agreement, commencement of performance, shipment and/or delivery shall be for Buyer's convenience only and shall not be deemed or construed to be an acceptance of Buyer's Terms and Conditions.

PRODUCTS SOLD BY SELLER ARE DESIGNED AND INTENDED TO BE USED AT HIGH PRESSURES AND SPEEDS, AND MAY BE DANGEROUS IF OPERATED IMPROPERLY OR WITHOUT THE USE OF APPROPRIATE SAFETY DEVICES AND GUARDS. BUYER IS CAUTIONED TO CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS, AS THEY HAVE IMPORTANT LEGAL CONSEQUENCES.

2. Payment/Prices. Unless other arrangements have been made in writing between Seller and Buyer, payment for product delivered shall be made upon receipt of invoice. The prices shown on the face hereof are those currently in effect. Prices invoiced shall be per price list in effect at the time of shipment. Prices are subject to increase for inclusion of any and all taxes which are applicable and which arise from the sale, delivery or use of Seller's products or services and for the collection of which Seller is or may be responsible to any governmental authority unless acceptable exemption certificates are provided by Buyer in accordance with law. Buyer shall pay all charges for transportation and delivery and all excise, order, occupation, use or similar taxes, duties, levies, charges or surcharges applicable to the equipment or services being purchased, whether now in effect or hereafter imposed by any governmental authority, foreign or domestic.

3. Warranty. Subject to the limitations and conditions hereinafter set forth, Seller warrants to the original Buyer that its products are free from defects in workmanship and material for a period of twelve (12) months from shipment. Seller's obligation under this warranty shall be limited to repairing, replacing or issuing a credit for, at Seller's option, any products or services it finds to be defective in material or workmanship. In no event shall Seller be liable for any incidental, consequential or indirect damages of any kind. THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. No statement or recommendation made by Seller or its representative to Buyer or User shall constitute a warranty by Seller or a waiver or modification to any of the provisions hereof or create any liability for Seller. All warranty claims are subject to the exclusions and limitations set forth below:

a. The warranty shall not apply if the product or service (1) has been subject to misuse, negligence or accident; (2) has not been installed or operated in accordance with Seller's recommendations; (3) has been operated under more severe conditions than those specified for the particular product or service; (4) has been operated beyond the rated capacity of the product; or (5) has been repaired or altered outside Seller's facilities or in any way so as, in Seller's judgment, to affect its stability or reliability.

b. Products that Seller furnishes, but does not manufacture, carry only the warranty of the manufacturer of such products. Where other manufacturers' or suppliers' products used in Seller's products or services prove defective, Seller's liability shall exist only to the extent that Seller is able to recover from such manufacturers or suppliers for such defects.

c. Any warranty granted by Seller to the Buyer shall be deemed void if any goods covered by such warranty are used for any purpose not recommended or permitted. In addition, the Buyer shall indemnify Seller and hold Seller harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Seller suffers or incurs by reason of any such unintended use.

d. Notice of defective product or service must be given in writing to Seller by Buyer or User within fifteen (15) business days following receipt of goods. Buyer or User shall keep such products or services in an unaltered condition for examination by Seller's representative. No goods may be returned for credit or adjustment without prior written permission from Seller.

4. Product Liability. Buyer specifically acknowledges that the products being purchased may be operated at high speeds and/or pressures, and that as such they may be inherently dangerous if not used correctly. Buyer shall be solely responsible for the safe operation of the products at all times and for determining the safety devices and guards that may be required for the safe operation of the products. Buyer shall undertake to specify and order all safety devices and guards necessary for the safe operation of the equipment covered. All safety devices and guards offered in Seller's quotations are recommended for purchase. Seller may provide necessary safety devices and guards not offered in this quotation at an extra price in accordance with the specifications of Buyer. Buyer shall at all times use and require its employees to use all necessary and appropriate safety devices, guards and proper safe operating procedures. Buyer shall not remove or modify any such devices, guards or warning signs and shall insist on safe operating practices on the part of its personnel. In no event shall Seller be responsible for any injuries to persons or property caused by defects in any equipment, including by way of illustration and not limitation, any pumps, compressors, fittings, connections, components, piping or hoses up to the point that same are connected to the product. Buyer agrees to indemnify and to save Seller harmless from any and all liability or obligation incurred by or against Seller, including costs and attorneys' fees, to or by any persons injured directly or indirectly in the operation of the equipment furnished under the following conditions:

- a. if Buyer fails to purchase and use necessary and appropriate safety devices and guards as determined and/or recommended by Seller;
- b. if Buyer fails to maintain in good working order such safety devices and guards as are purchased from Seller;