



TERMS AND CONDITIONS

TAXES

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from the transaction, the property, its sales, value or use, or any services regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Unless otherwise agreed, Terms of Payment are net within thirty (30) days from the date of invoice.

DELIVERY

Unless otherwise agreed, delivery will be made F.O.B. point of shipment. Shipping dates are approximate and are based on prompt receipt of all necessary information from the Buyer. Risk of loss or damage to the Product shall pass to the Buyer at the F.O.B. point.

FORCE MAJEURE

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delay in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonable necessary to overcome the effect of such delay.

WARRANTY

Seller warrants that the Products manufactured by it and delivered hereunder will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. Buyer shall be obligated to promptly report any failure to conform to this warranty, in writing to Seller within said period, whereupon Seller shall, at its option, correct such nonconformity, by suitable repair to such Goods or, furnish a replacement part F.O.B. point of shipment, provided Buyer has stored, installed, maintained and operated such Goods in accordance with good industry practices and has complied with specific recommendations of Seller. **This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.** SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMED.

Correction by Seller of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Seller for such nonconformities whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to arising out of such Goods. The Buyer shall not operate Goods which are considered to be defective, without first notifying Seller in writing of its intention to do so. Any such use of Goods will be the Buyer's sole risk and liability.

WARRANTY FOR ENGINEERING SERVICES

Seller warrants that the Engineering Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Engineering Services, which do not so conform, shall be corrected by the Seller upon notification in writing by the Buyer within one (1) year after completion of the Engineering Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's equipment or with respect to any latent defects in the same. This warranty does not cover damage to Buyer's equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. **In no event shall Seller be responsible for gaining access, removal installation, temporary power, or any other expenses, which may be incurred in connection with correction of the Services.** The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

LIMITATION OF LIABILITY

THE REMEDIES OF THE BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF SELLER WITH RESPECT TO THIS AGREEMENT OR THE GOODS AND SERVICES FURNISHED HEREUNDER, IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALES, DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE OF THE UNIT OF GOODS UPON WHICH SUCH LIABILITY IS BASED.

SELLER AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO BUYER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE GOODS HEREUNDER, WHETHER BASED UPON, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF BUYER OR CUSTOMERS OF BUYER FOR SERVICE INTERRUPTION WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT

TERMINATION

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all costs plus profit. Seller shall have the right to cancel at any time by written notice for any material breach of the order by the Buyer.

Notice of objection to any additional terms and conditions furnished by Buyer is hereby given.