

Standard Terms and Conditions

AMERICAN STAINLESS PUMPS

1. All sales and transactions with American Stainless Pumps (the Company) are subject to these standard terms and conditions unless specific exceptions to these terms are agreed to in writing in other documents.

2. **Warranty:** The Company warrants that its manufactured products are made of first class materials and in a skillful and workmanlike manner, and when properly installed and maintained, will operate as proposed in the Company's written documents. This warranty is in effect for two years from the date of shipment.

The Company will pass through to its customers any warranties granted by the manufacturers of products purchased by the Company and sold with its manufactured products (such as motors or mechanical seals), but does not itself warrant these items.

There are no other warranties, express or implied, except for those warranties given here. The Company does not warrant against corrosion or erosion of its products when placed in service. Under no circumstances will the Company be liable for any penalties or any consequential or incidental damages caused by the failure of its products, by late delivery, or by any other causes, regardless of advice or recommendations made by the Company or any of its agents or representatives.

3. **Returns:** All products returned to the Company for warranty evaluation must be authorized in advance by the issuance of a tracking number. The returned equipment must be clearly tagged with the name and address of the consignor, the purchase order number under which the product was purchased and the tracking number. Any products proven to the Company's satisfaction to be defective will be replaced or repaired at the Company's option. The Company will not pay for any transportation charges to or from its facilities.

4. **Shipments:** Promised shipment dates are estimates only. The Company will not accept any liability for losses, damages, penalties or delays caused by failure to ship on a promised date. Shipment dates reference the date a product is available for shipment at the Company's facility, and do not allow for shipment transit times.

All sales are FOB the Company's facility. Acceptance of material by common carrier constitutes a shipment and the Company is not liable for any loss caused by the carrier. Customer is responsible for filing a claim against the carrier for equipment damaged or lost in transit and must reorder any required replacement equipment from the Company. Claims for shortage must be made within three working days of receipt of equipment.

5. **Prices:** All prices are subject to change without notice. All prices quoted are FOB the Company's facility. Should the Company quote prices which include shipment, the method of shipment shall be the least expensive method available. Any prices offered which include shipment are limited to destinations within the continental United States, and do not include Alaska or Hawaii. Terms of payment shall still be FOB the Company's facility and customer is still responsible for any loss occurring during transit.

6. **Terms of Payment** are net 30 days from shipment unless otherwise agreed to in writing by the Company. Listing of other terms of payment on a purchase order or verbal agreements are not sufficient to change this policy. Company may demand progress payments or require cash in advance or COD shipment for any customer if previous payment history or current credit rating is not satisfactory to the Company. Company reserves the right to charge 1.5% per month or a portion thereof for any payments made later than 30 days after shipment. Warranty claims or shipment damages are not acceptable reasons for non-payment.

7. **Taxes** are not included in any price lists or quotations made by the Company or any of its agents unless specifically identified as taxes in a separate line item. All Federal, State, local or municipal taxes due shall be to the purchaser's account. If any taxes are paid by the Company, they will be added to the invoice for payment by the Purchaser. Import taxes or fees such as those required for import into Canada shall be treated as taxes.

8. **Packaging** of equipment is for domestic transport only with the expectation that packages will be handled in a reasonable and careful manner. Damages caused by transport, handling, dropping, impact by forklifts or other unreasonable abuse are cause for filing a claim against the carrier and are not the responsibility of the Company. If any special packaging or crating is required, it shall be specifically requested in writing at the time of purchase and additional charges must be agreed upon. Any charges for Export Boxing or other special packaging will be added to the invoice.

9. **Export:** Any order that requires shipment to a destination outside the United States must be paid for with an irrevocable letter of credit from a US Bank written in a manner acceptable to the Company. No shipment will be made or manufacturing occur for export shipments until this letter of credit is accepted in writing by the Company.

10. **Cancellation or Delay:** Buyer shall be responsible for payment of any costs incurred on any order cancelled for the buyers convenience if said cancellation occurs within 8 weeks of requested shipment date. A shipment delay of more than 8 weeks shall be treated as a cancellation.

All purchase orders or contracts with the Company shall be governed by the laws of the State of California. Any disagreements which may lead to court action must be first submitted to a mutually agreed upon arbitrator. Only after a ruling by the arbitrator and a rejection of the arbitrator's recommendation may the matter proceed to a judicial process. No portion of these terms shall refute rights granted under the law.