

SVF FLOW CONTROLS, INC.

TERMS AND CONDITIONS

1. The following terms supersede all terms previously published.
2. Credit Terms: Net 30 days.
3. Remit to the address indicated on the invoice.
4. It will be our aim to keep customers informed as to market changes but quotations are for prompt acceptance and are subject to change without notice.
5. We are not responsible for delays resulting from causes beyond our control, including but not limited to strikes, fires, wars and accidents.
6. All contracts and orders are subject to acceptance at our main office, Santa Fe Springs, California.
7. Delivery of material to common carrier shall be considered delivery thereof to the Buyer, and shall be at the Buyer's risk thereafter. The Buyer shall file claims for loss or damage to material in transit directly with the carrier.
8. We estimate shipping dates as closely as practicable, and we try to meet them; however, under no circumstances shall we be responsible for failure to meet shipping dates, including any special freight or handling.
9. Claims for corrections or deductions must be made within ten days of receipt of materials. All errors, clerical or otherwise, are subject to correction. Please give full details, including date and number of our invoice.
10. Orders regularly entered upon our books cannot be cancelled except with our consent, and upon terms that will indemnify us against loss.

11. (LIMITATION OF WARRANTY)

IF A PRODUCT IS DEFECTIVE; THE LIMITATION OF LIABILITY IS TO REPLACE OUR PRODUCTS PROVIDED THEY ARE USED IN THE SERVICE FOR WHICH WE RECOMMEND THEM. THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE) IN CONNECTION WITH OUR PRODUCTS EXCEPT AS EXPRESSLY STATED HEREIN. WE WILL NOT PAY FOR CHARGES (OTHER THAN FREIGHT) FOR LABOR, EXPENSES OR DAMAGES OCCASIONED BY DEFECTIVE MATERIAL. WE WILL NOT BE LIABLE, IN ANY CASE, FOR CONSEQUENTIAL OR PUNITIVE DAMAGES. ALL THE ABOVE ARE IN EFFECT FOR ONE YEAR FROM THE DATE OF SHIPMENT FROM SVF FLOW CONTROLS, INC., SANTA FE SPRINGS, CALIFORNIA.

12. No warranty shall be applied to any product, which is modified or changed in any manner after leaving SVF Flow Controls, Inc.
13. Parties desiring to return products should first arrange with us before doing so. We assume no responsibility for products returned without our permission. Products made to order or differing from standard may not be returned except by special arrangement. **All returned goods are subject to a 25% restocking fee.**
14. Because of continuous product improvement, we reserve the right to change designs, materials or specifications without notice.
15. Special tests and inspections, and special packing, shall be made only by advanced arrangement and shall be charged to the Buyer.
16. Prices shown are F.O.B., Santa Fe Springs, California.
17. All sales, excise or other taxes levied by Federal, State or other Governments are to be paid by the purchaser unless otherwise agreed.