

## TERMS AND CONDITIONS

### ALL QUOTATIONS ARE BASED AND ALL PRODUCTS ARE SOLD UPON THE FOLLOWING TERMS AND CONDITIONS:

1. All orders are subject to prior written approval and acceptance by Vanton Pump & Equipment Corp. (hereinafter sometimes referred to as the Seller or Vanton) at its office at Hillside, New Jersey. Vanton may at any time alter or suspend credit, refuse shipment, or cancel unfilled orders when in Vanton's opinion, the financial condition of the Buyer or the status of his account warrants it, or when delivery is delayed by fault of the Buyer or the Buyer is delinquent in any payment.
2. Seller's quotation is based on current prices which Seller will endeavor to maintain and is good for acceptance only within 30 days from date of quotation unless otherwise specified.
3. All shipments are F.O.B. Vanton's plant at Hillside, N.J. unless otherwise expressly agreed to in writing by Seller.
4. Prices quoted do not include any sale, use, excise, occupational or other similar tax arising, directly or indirectly, from this contract or the performance thereat, or from the use by any person of the goods sold.
5. No order, after acceptance by Vanton, will be subject to cancellation, termination, suspension, change, reduction, cut back or any other modification except with Seller's prior written consent.
6. Promises of delivery are approximate and given as accurately as present conditions indicate and shall date from receipt by Vanton of all necessary engineering and manufacturing information, but Vanton shall not be liable for delays in manufacture, shipment or delivery.
7. There are no guarantees, representations, warranties, or other agreements, oral or written, express or implied, pertaining to any of the herein-described products as to their fitness, for any particular purpose, trade or art, or as to the performance or capacity thereof, or for any specific period of time or measure of service, except as specified herein or otherwise expressly stated in writing by the Seller's Home Office.
8. Vanton shall have no responsibility or liability for any loss or damage occurring if performance of this order is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials, or for any cause beyond this reasonable control of the Seller, including, but not restricted to, acts of God, floods, fires, riots, acts of civil disobedience or civil disorder, storms, act of civil and military authorities, war and insurrection. Vanton reserves the right to suspend or reduce any or all deliveries or to deter and postpone same until such deliveries can be resumed, whensoever such action is deemed necessary in vanton's discretion as a consequence of any orders or instructions now or hereafter issued by representatives of the Government of the Unites States, or Vanton's inability to make complete deliveries on all its contracts because of allocation or scarcity of raw materials.
9. The results of any immersion or physical testing or materials of construction and/or actual pumping testing at Seller's or Buyer's plant shall not be construed as a guarantee of performance since controlled testing conditions may often vary with actual field operations.
10. Products furnished by seller on a "test basis" for a specified period of time shall be conclusively deemed accepted by the Buyer unless written notice to the contrary is sent to Seller prior to expiration of trial period.
11. No product may be returned without vanton's prior written permission. Transportation charges must be prepaid. All returned products are subject to Vanton's inspection and acceptance. Seller shall have no responsibility for damage to the product resulting from misuse. Buyer shall bear the cost of repairs and/or alterations of products sold. When expressly authorized by Seller in writing, unused or used products may be returned to seller, but will be subject to service handling restocking charges and rebuilding charges to "as new" condition if necessary.
12. Vanton products are guaranteed as to workmanship and materials but Vanton shall not be responsible or liable for rejections resulting from errors in specifications, data or other information furnished by the Buyer. All claims must be made in writing within 10 days after receipt of goods. Vanton reserves the right to inspect rejected material at Buyer's premises or upon return of goods, responsibility to be determined by appropriate inspection methods and disposition made accordingly.
13. The acceptance of shipment by a common carrier shall constitute delivery to Buyer, and Vanton shall not be responsible for products lost or damaged in transit.
14. The within quotation and all the terms and conditions above set forth and any agreement or sale arising out of the set quotation shall be construed in accordance with the laws of the State of New Jersey.
15. Stenographic and clerical errors are subject to correction.
16. Seller hereby certifies that these goods will be produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
17. In consideration of Seller's sale of its products to the Buyer, Buyer agrees to indemnify and save the Seller safe and harmless from any hazards, loss, cost, expense, claims and/or demands of any kind and nature whatsoever for damages (direct, special consequential and/or contingent) asserted or claimed by reason of injury to or death of any person or damage to property of the Buyer or if any other person, firms or corporation, arising out of or resulting, directly or indirectly, from any use or operation of any product sold pursuant hereto by the Seller to the Buyer.
18. Vanton's "Terms and Conditions" as above set forth shall govern and any inconsistent terms of Buyer whatever set forth and whether oral or written, shall not be binding upon Vanton unless agreed to by it in writing. Acceptance of Buyer's orders that have conditions of purchase printed thereon will not be binding on Vanton unless conditions so prescribed are specifically agreed to in writing by Vanton. If any conflict exists between the above terms and those in Buyer's order, the terms herein stated shall govern. No waiver of or exception to any of the herein above enumerated Conditions or of any special terms and provisions related to this Quotation, order or sale, shall be binding upon Vanton, unless expressly assented to in writing by Vanton.

ALL QUOTATIONS AND AGREEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON FACE AND BACK HEREOF.