



## Principal Terms and Conditions of Sale and Warranty

1. **Applicable Law and Terms of Sale:** All orders shall be subject to the following terms and conditions notwithstanding any additional or contrary printed terms and conditions of Buyer. Such additional or contrary terms shall not bind Seller unless accepted in writing even though such terms do not materially alter the terms hereof. No oral statements, warranties, stipulations, representations or terms shall have any binding effect or be any part of the contract whatsoever.
2. **Orders:** All orders must be in writing and will be binding when our order acknowledgement is mailed. Orders are accepted subject to strikes, fires, accidents, and other causes beyond our reasonable control. Acceptance of your order is conditioned upon an agreement to hold us harmless by reason of delivery delays.
3. **Prices:** Prices are subject to change without notice, and all quotations, unless otherwise specified, are binding only for immediate acceptance. Prices are based on material made to Seller's standard tolerances, unless otherwise specified.
4. **Freight:** All products are shipped FOB Point of Shipment. Routing and selection of carrier will be made by Seller. For special routing requests buyer will bear all additional costs for such routing. Equipment is shipped at the Buyer's risk. Buyer should examine equipment before signing transportation receipt. If the equipment is received damaged, or if the quantity received does not match the freight bill, the Buyer should require agent to so indicate on freight bill and immediately file damage/missing claim. Our liability ceases upon delivery of equipment in good order to carrier.
5. **Taxes:** Any sales use, excise, or similar payable tax by Seller which is or may be imposed by any taxing authority upon the manufacture, sale, or delivery of goods covered by any order, or any increase in rate of any such tax now in force, shall be added to the sales price; if not collected at the time of payment of sales prices, Buyer will hold the Seller harmless.
6. **Limited Warranty:** Seller warrants against defects in materials and workmanship in products which it manufactures for (1) year from date of installation, or up to (15) fifteen months from date of shipment, whichever event occurs first. This guarantee does not include any labor or other charges made outside of Seller's factory for the replacement or repair of defective parts unless specifically stated in the body of Seller's invoice. On parts not manufactured by us, such as motors, controls, valves and compressors, we extend to the Buyer the same warranties made to us by the manufacturer. Seller's only liability under this warranty or otherwise shall be the repair or replacement (at Seller's option) of non-conforming goods or parts. Seller assumes no liability for incidental or consequential damages such as injury to person or property, or lost profits. THIS GUARANTEE SUPERSEDES AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES BY LAW OR CUSTOM, EITHER EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITING BY THIS ENUMERATION, ANY GUARANTEE AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS SET FORTH ABOVE. NO PERSON, AGENT OR DEALER IS AUTHORIZED TO GIVE ANY WARRANTIES ON BEHALF OF THE SELLER COMPANY NOR TO ASSUME FOR THE SELLER COMPANY ANY OTHER LIABILITY IN CONNECTION WITH ANY OF THE SELLER'S PRODUCTS.
7. **Delivery:** Seller shall not be liable for any delays in or failure of delivery due to acts of God or public authority, labor disputes, accidents, fires, floods, extreme weather conditions, failure of and delays by carriers, shortages of material, delays of supplier, and any other cause beyond Seller's control. In no event shall Seller be liable for consequential or special damages arising out of a delay in or failure of delivery. Failure to meet estimated ship dates will not be considered sufficient cause for cancellation of orders.
8. **Cancellations and Returned Goods:** Permission to return any part of product must be obtained from Seller. Credits for new material accepted for return will be at the original sales price or current market price, whichever is lower, less handling and restocking charges. Buyer must prepay all transportation charges. Any costs for putting material in condition for sale will be charged to the Buyer. Shipment of material returned without factory authorization or not properly tagged with Material Return Authorization Number or not freight prepaid cannot be received by Seller. Obsolete products or material made to special order are not returnable.
9. **Catalog Material and Drawings:** Seller is not responsible for typographical errors or other errors or omissions in Seller's catalogs and drawings.
10. **Late Charge Provisions:** Buyer agrees to pay a late charge of 1-1/2% per month (18% per year) for any invoice or bill not paid within (30) thirty days of the date of the billing invoice.
11. **Choices of Law, Disputes:** This agreement and the performance of the parties here under shall be construed in accordance with and governed by the laws of the State of California and shall be deemed made in that state. Buyer irrevocably consents to the exclusive jurisdiction of the courts of Orange County, California, on all matters arising out of or relating to this sale and Buyer further irrevocably consents to service of process by certified mail, return receipt requested, at Buyer's address set forth in the order acknowledgement.

The above terms and conditions apply to all orders placed with the Seller. Buyer acknowledges having read and understood these terms and conditions and agrees to abide by them upon placement of any order with Seller. In the event it becomes necessary to refer the account to a collection agency or to institute legal action to obtain payment of the account, Buyer agrees to pay all reasonable attorney fees and court costs incurred by such action.