



Phoenix Filtration Inc.

GENERAL TERMS AND CONDITIONS

CONTROLLING PROVISIONS

These terms and conditions, based on any purchase order or sale of Phoenix Filtration Inc.'s products or services, are standard and secure. No waiver, alteration, or modification of these terms and conditions whether on Buyer's purchase order or otherwise shall be valid unless waiver, alteration, or modification is specifically accepted in writing and signed by an authorized representative of Phoenix Filtration Inc.

DELIVERY

Phoenix Filtration Inc. will make every effort to complete the delivery of products as indicated upon the acceptance of an order. However, Phoenix Filtration Inc. assumes no responsibility or liability and will accept no back charges for loss or damage due to delay or inability to deliver in cases of acts of God, war, labor difficulties, accidents, delays of carriers, contractors, or suppliers, inability to obtain materials, shortages of fuel and energy or any other causes beyond the control of Phoenix Filtration Inc. Phoenix Filtration Inc. may terminate any contract of sale of its products without liability of any nature, by written notice to Buyer, if the delay in delivery or performance resulting from any of the aforesaid causes shall continue for a period of sixty (60) days or more. Under no circumstances shall Phoenix Filtration Inc. be liable for any special or consequential damages or for loss, damage, or expense (despite the basis of negligence) directly or indirectly arising from delays or failure to give notice of delay.

WARRANTY

Phoenix Filtration Inc. warrants for one year from the date of shipment of Phoenix Filtration Inc.'s manufactured products Phoenix Filtration Inc. will replace those having defects in material or workmanship when used for the purpose and in the manner recommended. If Phoenix Filtration Inc.'s examination shows that the products are defective, and an adjustment is required, the amount of such adjustment shall not exceed the net sales price of the defective products. No allowance will be made for labor or expense of repairing/replacing defective products, workmanship, or damage resulting from the same.

Phoenix Filtration Inc. does not guarantee resistance to corrosion, erosion, abrasion, or other sources of failure. Phoenix Filtration Inc. does not guarantee a minimum length of service, or that the product shall be fit for any service. Phoenix Filtration Inc. warrants the products it sells from other manufacturers to the extent of the warranties of their respective makers. Where engineering design or fabrication work is supplied, the Buyer's acceptance of Phoenix Filtration Inc.'s design or delivery of work shall relieve Phoenix Filtration Inc. of all further obligations, other than as expressed in Phoenix Filtration Inc.'s product warranty. THIS IS PHOENIX FILTRATION INC.'S SOLE WARRANTY. PHOENIX FILTRATION INC. MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXCEED PHOENIX FILTRATION

INC.'S AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. Phoenix Filtration Inc. neither assumes nor authorizes any person to assume for it, any other obligation in connection with the sale of its engineering designs or products. This warranty shall not apply to any products or parts of products that (a) have been repaired or altered outside of Phoenix Filtration Inc.'s factory, in any manner; or (b) have been subjected to misuse, negligence, or accidents; or (c) have been used in a manner contrary to Phoenix Filtration Inc. instructions or recommendations. Phoenix Filtration Inc. shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives. The laws of the State of Maryland shall govern, apply, and construe all questions and interpretations hereunder.

PHOENIX FILTRATION INC.'S LIABILITY

Phoenix Filtration Inc. will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind, whether based upon warranty (except for the obligation accepted by Phoenix Filtration Inc. under "Warranty", above), contract, or negligence arising in connection with the design, manufacture, sale, use or repair of the products or of engineering designs supplied to Buyer. Phoenix Filtration Inc. shall not be liable for direct, incidental, consequential, special, or punitive damages such as, but not limited to, loss of production or loss of profit. The total amount of all damages, refunds, reimbursements, compensations, reparations, restitution and indemnification whatsoever to be reimbursed or paid by Phoenix Filtration Inc. shall under no circumstances exceed the net sales price of the defective product.

INSURANCE

From the date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for the Company's benefit, adequate insurance on the equipment against any loss of any nature whatsoever.

TITLE

Shall be held by Phoenix Filtration Inc. until final payment is received.

PATENTS

Seller warrants Buyer that the Straight Line Filter, a division of Phoenix Filtration Inc., only hereby ordered and use of the Straight Line Filter, a division of Phoenix Filtration Inc., only by the buyer, its customers, agents, successors, and assigns will not infringe any United States or foreign Letters Patents on Mechanical Claims.

STORAGE

Rubber parts shall be stored indoors free from job site dirt, mud, and temperature changes. If indoor storage is not possible, the rubber parts must be stored above possible water or snow level and remain covered in the original shipping container or stored according to the instructions on the container. Failure to store rubber components in this fashion or to follow storage requirements for electrical components or other auxiliary equipment will void their warranty.

RETURNS

Phoenix Filtration Inc. cannot accept the return of any products unless it has been issued a Returned Goods Authorization (RGA) number and form from Phoenix Filtration Inc. Customer Service Dept. at sales@phoenixfiltrationinc.com.

All credits for returned goods are subject to the following: (a) All material returned must be clearly marked with the RGA#, and on its arrival at Phoenix Filtration Inc.'s plant, be found to be in first-class condition; if not, cost of putting in salable condition will be deducted from credit memoranda; (b) a minimum \$50 or 5% handling charge* will be made from all credit memoranda issued for material returned; (c) Transportation charges, if not prepaid, will be deducted from credit memoranda.

- ❖ Credits, subject to the following, apply only within 90 days after shipment:
 - 75% – standard s/s components(s), in original crate
 - 50% – standard rubber component(s), in the original crate
 - 50% credit – accessories unused
 - *Special-purpose component(s) designed to customer specifications returned for non-warranty reasons – credit determined on a case-by-case basis subject to inspection.

ORDER CANCELLATIONS

Cancellations are subject to the following charges as a percentage of total order amount unless otherwise specified; 10% order entered; 30% released for manufacture; 50% assembly in process or awaiting shipment, unless special manufacture in which case 100%.

SHIPMENTS

All products sent out will be carefully examined, counted, and packed. The cost of any special packing or special handling caused by the Buyer's requirements or requests shall be added to the amount of the order. No claim for shortages will be allowed unless made in writing within ten (10) days of receipt of shipment. Claims for products damaged or lost in transit should be made on the carrier, as Phoenix Filtration Inc.'s responsibility ceases, and the title passes, on delivery to the carrier.

SPECIAL PRODUCTS

Orders covering special or non-standard products are not subject to cancellation except on such terms as Phoenix Filtration Inc. may specify on the application.

PRICES AND DESIGNS

Prices and designs are subject to change without notice. All prices are F.O.B. Point of Shipment unless otherwise stated. In the absence of a special agreement, the Buyer agrees to pay 1.5% monthly interest on all past due invoices. If Phoenix Filtration Inc. shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make deliveries except cash or satisfactory security.

TAXES

The Purchase Price is exclusive of any taxes (including sales or use taxes), public charges, tariffs, duties, or other charges or increases therein, now, or hereafter imposed by law upon the production, storage, withdrawal, sale, purchase, transportation, delivery, or export or import of the Equipment, the payment of all such taxes, public charges, tariffs, duties, or other charges or increases therein to be the responsibility of the Buyer. If Phoenix Filtration Inc. is required by the applicable law to collect any such taxes, public charges, tariffs, duties, or other charges or increases therein from the Buyer, it may pay the same and add the amount thereof to its invoice. The Buyer will furnish Phoenix Filtration Inc. with appropriate tax exemption certificates, if applicable.

PAYMENT TERMS

Net 30 days unless otherwise specified and agreed upon.