



Terms & Conditions of Sale

Customer acknowledges receipt of product and agrees to pay total in accordance with the attached quotation and terms there of.

Authorized Payment Signature _____ Signature: _____ Date: _____

GENERAL - Written quotations are void after thirty days, unless otherwise stated in writing; a verbal quotation is valid when confirmed only in writing. Stenographic and clerical errors are subject to corrections. OEC Fluid Handling (**OECFH**) reserves the right to apply prices in effect at time of shipment unless otherwise agreed upon in writing by **OECFH**. **OECFH** also reserves the right to amend it's quotation at any time. Orders are received subject to **OECFH's** acceptance and issuance of customer's formal acknowledgment. Any agreement or other understanding modifying the conditions of the contract resulting from **OECFH's** acceptance of customer's order will not be binding unless made in writing. Shipping dates are approximate and are based upon receipt of an order in acceptance form and all necessary information.

WARRANTY ON PRODUCTS MARKETED BY OECFH - The following warranty which is not a consumer warranty, is made in lieu of any and all implied or express warranties. **OECFH** warrants products marketed by us to be free from defects in material and workmanship for a period of one year from the shipment from our warehouse. **OECFH's** liability under this warranty or in connection with any other claim relating to our products is limited to the repair, or at our option, the replacement or refund of the purchase price, of any products or parts or components which are returned to **OECFH** freight prepaid and which are found defective in material or workmanship. Products or parts or components thereof, which are repaired or replaced by **OECFH**, will be returned to our customer freight collect.

WARRANTY OF OEM OR CUSTOMER SPECIFIED EQUIPMENT - **OECFH** makes no warranty with regard to any products, including but not limited to electrical components or equipment and other prime movers, which are not marketed by **OECFH**. The only warranty which attaches to such products in that warranty, if any, of the manufacturer of such products. Your **OECFH** Account Representative should be consulted if our customers have questions as to whether particular products are covered by our warranty or are separately warranted by their manufacturers.

LIMITATION OF LIABILITY - The only warranty which **OECFH** makes to our customers is that warranty which is set forth on our quotation and acknowledgment forms and which is summarized above. **OECFH** DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE. In addition, **OECFH** does not assume and we expressly disclaim any liability for (i) any **SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES** which anyone may suffer as the result of the sale, delivery, servicing, use, or loss of use, of any products, or (ii) any charges or expenses of any nature which are incurred without **OECFH's** express written consent. **OECFH's** total liability under our warranty or in connection with any claim involving any products is expressly limited to the purchase price of the product in respect of which damages are claimed.

WHAT IS NOT COVERED BY OECFH WARRANTY: TYPES OF DAMAGES & CLAIMS FOR WHICH WE ARE NOT RESPONSIBLE - The following are examples of the kinds of defects which are not covered by **OECFH's** warranty: defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling; defects caused by our customer's failure to perform normal preventive maintenance; defects caused by the use of replacement parts not supplied by **OECFH**; defects caused by repairs by persons not authorized by **OECFH**; defects caused by modifications or alterations made by our customer; chemical attack or corrosion; and any damage to our product occurring while it is in our customer's possession. Since these are examples and not a complete list, **OECFH** suggests that our customers contact **OECFH's** Customer Service Department if there are any questions concerning the scope of our warranty. Additional cost incurred by our customers because of delays in delivery are consequential damages for which we are not responsible. Risk of loss or damage to our products passes to our customer when we tender our products to the carrier. Although **OECFH** cannot process transit damage claims with any carrier on a customer's behalf, we will gladly provide reasonable assistance to our customers when such claims arise.

CONSULTATIONS WITH CUSTOMERS - When so requested, **OECFH's** Account Representatives and other personnel may consult with our customers concerning our products. While **OECFH** employees will offer their judgment on any question, the ultimate responsibility for selecting that product which will perform the functions and applications desired by the customer rests with the customer. As noted above, **OECFH** makes no warranty, express or implied, as to the fitness of any product for any particular purpose or use.

DRAWING APPROVAL - If approved drawings are required as part of the terms of this proposal, delivery will be from the date that a signed, approved copy of these drawings are received by **OEC Fluid Handling**. Customer orders must state number of set(s) of drawing(s) required. Drawing submittal to customer will be that stated on front of the proposal.

NOTICE OF INTENT TO LIEN - **OEC Fluid Handling's** notice of "Intent to Lien" is included as part of the terms of sale.

MATERIAL FURNISHED BY CUSTOMER - Prices and deliveries of products for which the customer furnished material or tools are based on these items being received at an agreed time and quantities and conditions as specified and with transportation charges prepaid to our plant. If serious defects are found in material furnished by customer, **OECFH** will notify the customer and charge for all expenses incurred up to discovery of the defect. If minor defects can be repaired by us, **OECFH** reserves the right to make an extra charge to cover repair work necessary. Should **OECFH** have the misfortune to spoil any material furnished by the customer, we can assume only the loss of our own work. **OECFH** assumes no responsibility for loss of customer's material from fire, tornado, or other disaster beyond our reasonable control.

CANCELLATIONS AND DEFERRED DELIVERIES - Orders placed cannot be canceled, nor can deliveries of goods under manufacturer or in process deferred beyond the original delivery dates specified, except with **OECFH's** written consent and upon terms which shall indemnify **OECFH** against all loss. Should shipment of an order be delayed beyond the original scheduled shipping date for the convenience of the customer or because of lack of shipping instructions, non-receipt of customer's material for mounting, i.e., motors, couplings, etc., such an order will be referred to as a "hold" order. Charges will be made on "hold" orders for storage and any other expenses occasioned by the delay. Billing will be issued immediately on all "hold" equipment. Material on "hold" orders will be stored at the customer's risk and subject to storage charges for the period held.

REJECTIONS - Claims of incorrect or defective material must be filed in writing within (10) ten days from receipt of said material. **OECFH** has the option of inspection at the customer's plant or our location before allowing or rejecting the customer's claim and/or giving buyer instructions regarding disposition of the material. **OECFH** reserves the right to have the product alleged to be defective returned to either **OECFH's** location or an area designated by **OECFH** for repairs, freight prepaid. **NO MATERIAL MAY BE RETURNED WITHOUT PRIOR WRITTEN PERMISSION FROM OECFH.** Defects that do not impair satisfactory service shall not be a cause for rejection.

SHIPMENT - Shipments, unless otherwise quoted, are F.O.B. seller's place of shipment. **OECFH's** responsibility ceases with the pick up of products in good order by transportation companies. Delivery is not guaranteed at or to the destination. Claims for storage or damages in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, **OECFH** reserves the right to ship all material, upon completion, by any public carrier which we deem satisfactory.

SALES AND SIMILAR TAXES - Prices do not include sales, use, or other excise retailers occupation taxes. The customer will pay all such taxes billed unless **OECFH** is furnished with an appropriate tax exemption certificate acceptable to **OECFH** and the taxing authorities having jurisdiction.

TERMS OF PAYMENT - Credit is to be determined by mercantile reports and ratings. Unless we specify otherwise in writing, payment terms are Net 30 days from the date of invoice. When retainages are mandated by Government, or ultimate user, such provisions will only be entertained by confirmed irrevocable Reserve Letter of Credit covering 100% of the requested retainage amount. Invoices are dated as of the date of shipment or, if shipment is delayed by the customer, the tender of shipment. Minimum billing is \$25.00 net, plus transportation charges and applicable taxes. A late charge of 1-1/2% per month shall be charged and collected for any balance outstanding after 30 days from date of invoice. Reasonable attorney's fees incurred by us in collection of any account shall also be charged to the outstanding balance and collected.

FORUM - The laws of the State of South Carolina shall govern the enforcement and interpretation of these terms and conditions and all disputes arising shall be resolved in South Carolina. **ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES THEN OBTAINING OF THE AMERICAN ARBITRATION ASSOCIATION.**

HOW TO MAKE CLAIM - Within the limits of the terms and conditions set forth on our quotation and acknowledgment forms in this Warranty and Claims Policy, **OECFH** will honor reasonable and justified claims when adequate evidence is provided to show that our products were defective. Whenever a customer has a claim concerning a product, the customer should contact the **OECFH** Customer Service Department. **CUSTOMER SHOULD NOT RETURN ANY PRODUCTS OR PARTS OR COMPONENTS TO OECFH WITHOUT FIRST CONTACTING US.**

When contacting **OECFH**, customers should have the following information available:

1. Customer name, location, and date of purchase.
2. **OECFH's** invoice number.
3. Customer purchase order.
4. Product/Model number.
5. Equipment installation date.
6. Equipment failure date.
7. Application or service of unit.
8. General description of defects.

OECFH will notify the customer and advise or arrange for (a) the visit of an **OECFH** Account Representative to the customer's installation site or (b) issue a "**RETURN GOODS AUTHORIZATION**" (**RG**). The Return Authorization Tag must be attached to the product or part before returning it. All items returned to **OECFH** or our manufacturer must be returned freight prepaid. If it is determined that the product or part is defective and is covered by our warranty, **OECFH** will, as explained above, correct the defect or issue credit for the purchase. Customers should promptly inspect all products upon delivery. Claims for shortages must be made by our customers within 20 days after the date of shipment from our factory or warehouse. **OECFH** suggests that shortages be noted on the bill of lading or packing list, which should then be sent to our Customer Service Department for verification. Claims may not be deducted from payments made to **OEC Fluid Handling**.