

BECKER PUMPS CORPORATION (hereinafter called "Seller") agrees to sell the equipment herein on the following terms and conditions of sale. Any alteration of these terms and conditions shall have no force or effect unless agreed to in writing. The terms and conditions as set forth herein, or as modified by written agreement shall constitute the entire agreement between Seller and Buyer. A failure by either party to enforce any rights under this contract shall not be deemed to constitute a waiver of those or any other rights under this contract.

1. ORDERS

Orders are subject to acceptance at the home office of the Seller.

2. BLANKET ORDERS

All items from blanket orders must be shipped within 12 months from the date of the order. At the end of the 12 months all pumps will be delivered to the Buyer.

3. PRICES, DISCOUNT, PAYMENTS, AND SURCHARGES

All prices and discounts are in accordance with the established price and discount schedules of the Seller and are subject to change without notice. All sales will be invoiced at the prices prevailing on day of shipment.

All prices are F.O.B. shipping point. Quotations automatically expire thirty (30) days from the date issued and are subject to termination by written notice within that period.

Unless otherwise agreed to in writing the terms of payment are net thirty (30) days from date of invoice payable in U.S. dollars. Past due amounts shall accrue interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is lower. Buyer shall be responsible for all reasonable costs of collection, including attorney's fees.

The Seller reserves the right to change the terms of payment or to require a deposit or full payment prior to shipment, if, in the Seller's opinion, the Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in the contract.

Unless otherwise agreed to in writing, orders for Vacuum Systems with a value of \$30,000.00 or more are subject to a down payment of fifty percent (50%) of order value at time of order placement.

Seller reserves the right to adjust pricing to reflect any additional costs incurred due to tariffs, import duties, surcharges, regulatory fees, or other government-imposed charges beyond the Seller's control. These additional costs, if applicable, will be itemized and added to the final invoice.

4. REPAIRS AND SERVICE

All repair services, whether performed at Becker Pumps Corporation's facility or on-site at the end user's location, must be authorized in advance by the Seller. Unauthorized returns or service requests will not be accepted.

Pumps or equipment sent in for repair must be shipped freight prepaid by the Buyer and properly packaged to prevent damage. The Seller is not responsible for damage incurred during inbound transit due to inadequate packaging.

Upon receipt, Seller will inspect the unit and determine whether the product is repairable. Seller reserves the sole right to deem equipment non-repairable based on its condition, age, safety concerns, availability of parts, or economic viability of the repair.

If the equipment is deemed repairable, Seller will issue a written repair quote. The Buyer will have thirty (30) days from the date of the quote to approve or decline the repair in writing.

If the Buyer fails to respond within thirty (30) days:

- Seller reserves the right to dispose of or recycle the equipment, and
- Buyer will be responsible for any applicable disposal or recycling fees.

If the Buyer requests the return of an unrepaired item, it will be shipped back "as is" at the Buyer's expense, without warranty or further obligation by the Seller.

A minimum diagnostic and inspection fee may apply to all repair evaluations. This fee will be disclosed at the time of RMA issuance and will be waived only if the Buyer approves the quoted repair.

Field service is available upon request and subject to scheduling availability. All on-site repairs must be pre-authorized in writing. A service call may be subject to minimum charges for labor, travel, and time on site, regardless of the outcome of the service. Field service work is billed at the prevailing hourly rate, plus travel and materials. Buyer must ensure safe and timely access to the equipment and provide a suitable working environment. Delays or site conditions that prevent timely service may result in additional charges.

5. DESIGNS

All designs and specifications shown in the Seller's catalog are subject to change without notice.

6. LIABILITY

The Buyer shall remain primarily liable for the purchase price and the Seller shall not be obligated to accept any term of condition of payment which will shift said liability to a third person who is not a party to the contract of sale, without limitation, the United States Government, or its agents.

In no event shall the Seller be liable for any indirect, incidental, special, or consequential damages of any kind, including but not limited to loss of use, production, revenue, or profit, arising out of or related to the sale, installation, use, or performance of any products or services provided by the Seller.

The Buyer agrees to indemnify, defend, and hold harmless the Seller and its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from Buyer's use, resale, or misapplication of the goods, or from any breach of Buyer's obligations under these terms.

7. SHIPPING DATE

Shipping dates are estimated and not guaranteed. Seller shall make commercially reasonable efforts to meet stated shipment or delivery dates but shall not be liable for any delays or losses resulting from causes beyond reasonable control, including those affecting its suppliers or subcontractors. Any such delays shall not be deemed a breach of contract.

If the Buyer changes shipping instructions or causes a delay in shipment, any resulting additional charges, including storage or handling, shall be the responsibility of the Buyer and added to the purchase price.

In the absence of written shipping instructions, Seller will select the method of shipment and the carrier it deems appropriate.

8. FORCE MAJEURE

Seller shall not be liable for any failure or delay in performance, including but not limited to delay in manufacturing or shipping, caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of government or regulatory authorities, war, terrorism, labor disputes, pandemics, supply chain disruptions, unavailability of materials, power failures, or transportation interruptions.

9. WEIGHTS AND DIMENSIONS

Shipping weights and dimensions given in Seller's catalog are as close to actual as practicable but are not guaranteed. No claims will be allowed because of any discrepancy between actual weights or dimensions of material shipped and listed data.

10. SHIPPING AND PACKING

All material is carefully packed for shipment and Seller will not be responsible for loss, delay or breakage after having received "in good order" receipts from the transportation company. Terms are F.O.B. shipping point, and any damage or loss is at the expense of the Buyer. All claims for damage loss, delay and breakage should be made by the Buyer to the carriers. The seller will render Buyer all possible assistance in securing satisfactory adjustment of such claims. In the absence of shipping directions, goods will be shipped by the method and via the carrier Seller believes dependable.

For LTL freight, Buyer has the option to request orders be shipped via prepaid freight using the freight company chosen by the Buyer, or if no choice is given, using the freight company chosen by the Seller most suitable for the ship to address location. Under no circumstances will the Seller shop for freight price quotes on behalf of the Buyer. Package freight will be shipped via UPS prepaid freight unless specified otherwise by the Buyer. Seller will add all prepaid freight charges to the Buyer's purchase price invoice, including an additional administrative handling fee for this service at the current prevailing rates set forth by the Seller.

11. CANCELLATION

Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without Seller's written consent and then only upon agreement to compensate Seller for loss caused by such cancellation or changes. Canceled orders that have been processed but not shipped will be subject to a 15% restocking charge. Canceled orders that have been shipped will be treated as "Returns for Credit" (article 10).

12. NONCONFORMING GOODS

Any rejection of nonconforming goods must be made within seven (7) days of receiving and Buyer must give written notice to Seller within that period. Such notice shall contain a brief basis for the alleged nonconformity.

Upon receipt of such notification, the Seller will immediately arrange to receive back the goods, and upon confirmation of the nonconformity, the Seller will ship conforming goods to the Buyer.

13. RETURNS FOR CREDIT

No returns will be accepted without prior written authorization from Seller. Requests for return must be submitted within ninety (90) days of the original shipment date. Only standard products from Seller's current catalog that are in new, unused, and resalable condition will be considered for return. All authorized returns are subject to inspection and acceptance by Seller. Products that are damaged, used, obsolete, customized, or specially manufactured to Buyer specifications are non-returnable and non-refundable.

All returns are subject to a restocking fee, as follows:

- A 15% restocking fee will apply to returns accompanied by a new replacement order of equal or greater value at the time of return approval.
- A 25% restocking fee will apply to all other returns without a qualifying replacement order.

All returned products must be shipped freight prepaid by the Buyer and packaged appropriately to avoid damage. Seller will not issue credit for any goods damaged in transit due to improper packaging.

Credit will be issued at the lower of the original invoice price or the price prevailing at the time of return, less applicable restocking and refurbishment charges. No credit will be issued to any party other than the original purchaser.

All approved credits will be issued as an account credit with Becker Pumps Corporation and may be applied to future purchases. Refunds will not be issued via check or other forms of payment unless required by law. Credits are non-transferable, have no cash value, and will expire if not used within twelve (12) months of the issue date.

For orders paid by credit card, any applicable refunds will be issued back to the original credit card used for the transaction, in accordance with card network regulations.

14. LIMITED WARRANTY

All products sold by Seller are subject to the terms and conditions of Seller's Limited Warranty, which is a separate document and is available for review and download at:

<https://beckerpumps.com/resources/warranties-terms-of-sale/>.

The Limited Warranty outlines the duration, coverage, exclusions, and claims process related to defects in materials and workmanship. It applies only to products sold directly by Becker Pumps Corporation or through authorized channels.

The Buyer is responsible for reviewing the Limited Warranty prior to purchase or use of any product. No other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, are provided beyond those set forth in the Seller's written Limited Warranty.

Warranty claims must be submitted in writing and in accordance with the procedures outlined in the warranty document.

15. JIGS, FIXTURES, DIES, ETC.

Any jigs, fixtures, dies, tools or patterns required shall be the property of the Seller, regardless of whether the costs of the same are paid by the Buyer or not.

16. BOND PREMIUMS

In the event the Seller shall be required as a condition of the sale of equipment to furnish a performance bond, the Buyer shall pay as a part of the purchase price of said equipment all bond premiums and expense in connection therewith.

17. COMPLIANCE WITH LAWS

Seller has complied with all applicable Federal, State and Local laws and regulations in connection with the manufacture and sale of all equipment. No responsibility or liability will be taken for import duties, laws, regulations or taxes imposed by any foreign country.

18. TAXES

Any manufacturer's excise tax, use tax, sales tax, or tax duty of any nature whatsoever arising out of or assessed against orders shall be paid by the Buyer and in the event Seller is required to pay any such taxes or duties the Buyer shall reimburse Seller therefore, unless Buyer at the time an order is submitted shall provide Seller with exemption certificates or other documents acceptable to taxing or customs authorities.

19. ERRORS

All clerical errors are subject to corrections.

20. APPLICABLE LAWS

The Contract of Sale and the respective rights and obligations of the Buyer and Seller with regard thereto shall be governed by and construed according to the laws of the State of Ohio. Any dispute arising from this contract shall be resolved exclusively in the courts of Summit County, Ohio, unless otherwise mutually agreed. The parties waive any objections to jurisdiction or venue in those courts.

21. NOTICE

For the purpose of any notice required to be given by this Agreement or by an application of law, the Seller represents its principal place of business to be 100 East Ascot Lane, Cuyahoga Falls, Ohio 44223

22. ENTIRE AGREEMENT; SEVERABILITY

These Terms and Conditions, together with any written agreement signed by both parties, constitute the entire agreement between Seller and Buyer with respect to the sale of goods and services and supersede all prior or contemporaneous oral or written communications, representations, or agreements.

No amendment or modification of these terms shall be binding unless in writing and signed by an authorized representative of the Seller.

If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.