

TERMS OF SALE

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 AND PAYMENTS**

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 legal tender of the United States of America.

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 one-half (½) of order value at time of order placement.

4. **DESIGNS**

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

5. **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, whether or not such third person is the United States Government, or its agents.

6. **SHIPPING DATE**

Seller shall not be liable in any way for any default or delay in shipping due to contingencies beyond its control, or the control of its suppliers, or subcontractors, which prevents or interferes with the Seller making delivery on the date specified, including but not limited to war, restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, accidents, floods, droughts and any other contingency affecting the Seller, its suppliers, or subcontractors; and the Seller shall have the right to cancel a contract of sale or to extend the shipping date in the event that one or more of such contingencies prevent or delay shipments. In the event the Buyer changes shipping instructions, then any additional shipping charges shall be paid by the Buyer as a part of the purchase price.

7. **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.

8. **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. 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.

9. **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).

10. **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, Seller will ship conforming goods to the Buyer.

11. **RETURNS FOR CREDIT**

No returns for credit will be accepted unless Seller's permission has been obtained in each case in advance. Only sizes and designs taken from Seller's regular line, which are in active demand, will be accepted for credit. Credit will be based on prices prevailing at the time of return, or invoiced price, whichever is lower, subject to deduction for handling and an additional deduction for expenses incurred in restoring goods to salable condition. Obsolete or specially manufactured goods can be accepted for return for credit only to the extent of value to Seller in each case. No credit will be issued to other than the original purchaser. There is a 20% restock charge charged for all returns.

12. **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.

13. **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.

14. **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.

15. **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.

16. **ERRORS**

All clerical errors are subject to corrections.

17. **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.

18. **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

BECKER PUMPS CORP.
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