

TERMS AND CONDITIONS OF SALE

- 1 All sales are F.O.B. point of shipment unless otherwise expressly stipulated. Such changes as may occur in the tariff freight rates or transportation charges used in determining delivered prices after date of quotation or sale and on or prior to dates of shipments, will be for the account of the Buyer. All sales are subject to increase without notification by the amount of any sales or excise tax levied or charged by any governmental agency and are subject to any price adjustment necessitated by our compliance with any governmental action.
- 2 All quotations are for immediate acceptance and subject to change without notice, and expire unless accepted within 30 days from date of quotation.
- 3 Seller's responsibility ceases upon delivery of goods to carrier and Buyer, by accepting same from carrier, agrees that goods are free of defects which a reasonably careful inspection would disclose.
- 4 All shipping dates given are approximate and while effort is made to maintain schedules, Seller will not be liable for damages due to delay.
- 5 Buyer agrees to indemnify and save harmless, Seller from all claims for loss, damage or injury sustained by Buyer, its employees, or any person whomsoever by reason of any defect in design, material, manufacture or workmanship of said goods, whether the same be caused by the sole negligence of Seller or otherwise.
- 6 Subject to the terms and conditions hereinafter set forth, Process Equipment (the Company) warrants products and parts sold by it, insofar as they are of its own manufacturer, against defects of material and workmanship, under use and service in accordance with manufacturers written instructions, recommendations and ratings for installation, operation, maintenance and service of products, for a period of three months from the date of initial use, provided that such three month period shall in no case extend beyond one year from the date of shipment by Company. THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AS COMPANY MAY ELECT, OF ANY DEFECTIVE PARTS, REGARDING WHICH, UPON DISCOVERY OF THE DEFECTS, THE PURCHASER HAS GIVEN IMMEDIATE WRITTEN NOTICE. Installation and transportation costs are not included. Company shall have the option of requiring the return to it of the defective material, transportation prepaid, for inspection. Because of varying conditions of installation and operation, all guarantees of performance are subject to variation of 3%. COMPANY DOES NOT WARRANT THE MERCHANTABILITY OF ITS PRODUCTS AND DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, OTHER THAN THE WARRANTY CONTAINED HEREIN. Company has not authorized anybody to make any representation or warranty other than the warranty contained herein.
- 7 Commodities not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Seller by the manufacturer and then only to the extent Seller is able to enforce such warranty or guaranty.
- 8 All orders and agreements are contingent on strikes, accidents and other acts or circumstances beyond the Seller's control.
- 9 Orders cannot be cancelled by Buyer under any circumstances without the Buyer first reaching an agreement in writing with the seller covering all damages. In every event written permission must be secured prior to returning goods for credit.
- 10 Shipments and deliveries shall be subject to approval of Seller's Credit Department. If Buyer fails to fulfill the terms of payment, Seller may defer shipment or at it's option cancel the unshipped balance. Seller reserves the right precious to making shipments, to require from Buyer satisfactory security for performance of Buyer's obligation. No failure of Seller to exercise any right accruing from any default of Buyer shall impair Seller's rights in case of any shipment default of Buyer.
- 11 All sales under all orders and these terms and conditions are subject to Process Equipment and/or Government Priorities, laws and regulations, now or hereafter established.
- 12 The Seller reserves the right to change, discontinue or modify the design and construction of any Process Equipment product or to substitute material equal to or superior to that originally specified.
- 13 This proposal shall not become effective until accepted by an authorized official of the Buyer.
- 14 This proposal cannot be changed or varied by any verbal agreement and all orders are accepted under the provisions set forth.



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