

THIS IS A LIMITED WARRANTY

Automatic valves and controls as manufactured by Cla-Val Co. are warranted for three years from date of shipment against manufacturing defects in material and workmanship which develop in the service for which they are designed, provided the products are installed, and used in accordance with all applicable instructions and limitations issued by Cla-Val Co. We will repair or replace defective material, free of charge, which is returned to our factory, transportation charges prepaid, provided that, after inspection, the material is found to have been defective at time of shipment. This warranty is expressly conditioned on the purchaser's giving Cla-Val Co. immediate written notice upon discovery of the defect. Components used by Cla-Val Co., but manufactured by others, are warranted only to the extent of that manufacturer's guarantee. This warranty shall not apply if the product has been altered or repaired by others, and Cla-Val Co. shall make no allowance or credit for such repairs or alterations unless authorized in writing by Cla-Val Co.

DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY

The foregoing warranty is exclusive and in lieu of all other warranties and representations, whether expressed, Implied, oral or written, including but not limited to, any implied warranties or merchantability or fitness for a particular purpose. All such other warranties and representations are hereby cancelled. Cla-Val Co. shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. Cla-Val Co. shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product. Cla-Val Co. shall not be liable for any damages or charges sustained in the adaptation of use of its engineering data and services. No representative of Cla-Val Co. may change any of the foregoing or assume any additional liability or responsibility in connection with the product. The liability of Cla-Val Co. is limited to material replacements F.O.B. Costa Mesa, CA.

TERMS AND CONDITIONS OF SALE

The Seller agrees to sell the equipment covered herein on the following terms and conditions of sale, which supersede any additional or inconsistent terms and conditions of purchase of the buyer. Any alterations of the seller's terms and conditions of sale shall have no force or effect unless otherwise agreed to in writing. Terms and conditions of sale as set forth herein, or as changed or modified by written agreement shall constitute the entire contract of sale between the buyer and the seller. The failure of either buyer or seller to enforce any rights under the contract of sale shall not constitute a waiver of such rights or any other rights under the contract of sale.

1. ORDERS: Orders are subject to acceptance at home office of the seller.

2. PRICES AND DISCOUNTS: All prices and discounts are in accordance with the established price and discount schedules of the seller, and are subject to change without notice. Merchandise will be invoiced at prices prevailing at time of order.

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

Subject to establishment of satisfactory credit, terms are strictly C.O.D. payable in U.S. dollars. With the establishment of satisfactory credit, terms are 30 days net from date of invoice payable in U.S. dollars.

A service charge of 2% per month will be assessed on all accounts over 30 days past due, subject to a minimum charge of \$5.00 per month, or the legal rate of interest, whichever is lower.

3. DESIGNS: All designs and specifications shown in seller's catalog are subject to change without notice.

4. LIABILITY: The buyer shall remain primarily liable for the purchase price and the seller shall not be obligated to accept any term or condition of payment which will shift said liability to a third person not a party to the contract of sale, whether or not such third person is a Government, its agents or instrumentalities.

5. 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 sub-contractors, which prevents or interferes will the seller making delivery on the date specified, including but not limited to war, or 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 sub-contractors; and the seller shall have the right to cancel a contract or sale or to extend the shipping date in the event that one or more of such contingencies prevent or delay shipments. In the event of delayed or extended shipping dates due to the above causes, and the buyer changes shipping instructions, any additional shipping charges shall be paid by the buyer as a part of the purchase price.

6. 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 weight or dimensions of material shipped and listed data.

7. 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. All claims for breakage, loss, delay and damage should be made to carriers by the buyer. The seller will render buyer all possible assistance in securing satisfactory adjustment for such claims. In the absence of directions, goods will be shipped by the method and via carrier seller believes dependable. Goods held in factory beyond delivery date for convenience of buyer will be invoiced on date of completion and terms of payment will apply as from invoice date. Such goods will be subject to charges for warehousing and other expenses incident to such delay.

8. 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.

9. COST ANALYSIS: No cost analysis of the cost of manufacturing the equipment sold will be supplied and no examination or audit of the seller's books and records will be permitted for any reason whatsoever.

10. RETURNS FOR REPAIR: When equipment is returned for repair due to causes not covered by seller's Warranty, the buyer should notify the seller in writing and, after receipt of written shipping instructions, the buyer shall return it freight prepaid. Seller's Service Department will put such equipment in operating condition at the lowest possible cost. When necessary to make a return give all possible information regarding the trouble experienced and complete details of the installation with which the device was used. Repairs not covered by seller's warranty are billed at a rate of \$140.00 per hour plus the cost of parts.

There is a minimum charge of \$140 for any return.

11. RETURNS FOR CREDIT: No returns for credit will be accepted unless seller's written permission has been obtained in each case in advance. Only sizes and designs taken from seller's regular line which are in active demand can 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 or credit only to the extent of value to seller in each case. No credit will be issued to other than the original purchaser. Minimum re-stocking charge is 35% (\$100.00 minimum).

12. TOOLING, FIXTURES, DIES, ETC.: Any tooling, fixtures, dies, 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 manufacture and 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 or duty of any nature whatsoever arising out of or assessed against orders, shall be added to the prices quoted or invoiced and 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 shall provide seller at the time an order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities.

16. LEGAL FEES: In the event of any court action or lawsuit, the buyer agrees to pay all reasonable attorney fees and court costs.

17. ERRORS: All clerical errors are subject to corrections.

18. 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 California.

