

Check-All Valve Manufacturing Company

Manufacturer's Terms and Conditions of Sale

1. CONSTRUCTION AND LEGAL EFFECT: Except as otherwise specifically agreed in writing, our sale to you is limited to and expressly made conditional on your assent to the written terms and conditions of sale on the face and reverse side hereof, all of which form a part of this order and which supersede and reject all prior writings, representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of our terms and conditions of sale. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto. We assume no responsibility to terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice.

2. PRICES: Unless otherwise noted on the face hereof, prices are net, FOB carrier, our factory. Stenographic, clerical and mathematical errors are subject to correction. Until order is accepted by us, quoted prices are subject to change without notice.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control. In no event shall we be liable for any damages or penalties whatsoever, whether direct, indirect, special or consequential, resulting from our failure to perform or delay in performing.

4. SHORTAGES, DAMAGE, AND ERRORS IN SHIPMENT: Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you, and such loss, injury or destruction of property shall not release you from payment of purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt without proper notation to the carrier, and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. All claims of shortage or discrepancies associated with the manufacturer must be reported within 14 days of receipt of shipment. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. TAXES: Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under the existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties, with respect to the materials covered by the order, and shall save us harmless therefrom.

6. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be (30) days net. Prorata payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part.

7. DOCUMENTS: Unless otherwise agreed to in writing, all documents furnished shall be in the English language.

8. TECHNICAL DOCUMENTS AVAILABILITY: Check-All Valve Mfg. Co. will supply technical documents to competent governmental authorities upon request as required by law.

9. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to cancellation or changes in specifications; except upon our written consent, and we may require as a condition of such consent, reimbursement for any cost incurred in performance in accordance with the order in original form.

10. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the valves are ready for shipment. If you fail to make payment and furnish shipping instructions, we may either extend time for so doing or cancel contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

11. WARRANTY: Check-All Valve Mfg. Co., hereinafter called "Check-All" warrants as follows:

- (a) That each new Check-All valve is free from defects in material and workmanship when installed and used in accordance with current Check-All publications. Customer modified valves may void warranty.
- (b) That each new Check-All valve is fit for the purpose for which similar type valves are ordinarily intended. Purchaser shall be solely responsible for determining suitability for use and in no event shall Check-All be liable in this respect.

DURATION--The warranty period shall begin on the date of shipment to the first purchaser and extend for twelve (12) months.

EXCLUSIVE REMEDY--Check-All will repair or replace at its discretion, any valve it finds to be defective under this warranty, upon return of the valve, prepaid, to Check-All at 1800 Fuller Road, West Des Moines, IA 50265 or any warehouse designated by Check-All. Except for such repairs or replacements, **CHECK-ALL SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

DISCLAIMER--Check-All excludes from this warranty compressor discharge applications; valves mounted on the discharge of an elbow ("ell"); and failures due corrosion, erosion, abrasion, cavitation, or other application-related failures and **DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** Further, it is the end user's responsibility to account for environmental influences such as traffic, wind, earthquake or other external loadings, decomposition of unstable fluids, simultaneous loadings or loadings due to fluid weight. There are no warranties that extend beyond the terms hereof and no one is authorized to assume for Check-All any other liability in connection with the sale of Check-All valves. This warranty supercedes all previous warranties.

12. LIMITATION OF LIABILITY: IN NO EVENT SHALL **CHECK-ALL** BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND **CHECK-ALL'S** LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN 1 YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. EUROPEAN UNION: For purposes of defining Check-All Valve products according to the Pressure Equipment Directive, 97/23/EC, these valves are not intended for use as the sole means of isolation.

14. TEXAS: Buyers who are business consumers as described in section 17.42 of the Texas Deceptive Trade Practices Act (the "DTPA") waive all provisions of the DTPA to the fullest extent allowed by the DTPA.

15. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Iowa.

16. NO OTHER CONTRACT PROVISIONS: Except as otherwise previously and specifically agreed in writing by the parties, terms and conditions of your order shall be without force and effect, except as they are identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power or authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained, and these terms and conditions shall be incorporated in and become a part of any agreement between the parties with reference to purchase of our products.

17. USER RESPONSIBILITY: It is the sole responsibility of the end user to comply with all applicable federal, state, provincial, and local laws and regulations.