

## Standard Terms and Conditions of Sale

**Purchase Order Acceptance:** Purchase orders are accepted from customers based upon the customer's creditworthiness. The issuance of credit terms, and or revocation thereof, is the exclusive privilege of National Pump and Process, Inc.

**Payment Terms:** Standard payment terms are Net 30 Days. Progress terms, down payments, or other specific terms of payment may be required on transactions based on credit worthiness, purchaser or end-user location, or order value.

**Payments:** Payments are accepted by cash, personal check, corporate business check, cashiers check, ACH transfer or AMEX/Visa/MasterCard debit and credit cards. All forms of payment must be made in USD and must clear bank processing before being considered in force.

**Freight Charges and Claims:** To insure the lowest possible rate, non-specified freight is shipped prepaid and added to invoice via its selected logistics carrier. Purchasers may elect their own carriers at their expense. All items are shipped, FOB: Factory and all claims are made against the freight line insurer. National Pump and Process accepts no liability for damaged freight.

**New Product Warranty:** National Pump and Process, Inc. provides no additional warranty for new OEM equipment. All warranties provided are that of the respective equipment OEM and are passed through to the end user as part of the purchase transaction.

**Repair Warranty:** National Pump and Process provides a Repair Warranty for all equipment that is repaired, rebuilt, serviced or re-manufactured by our company.

**Cancellation of Order:** Cancelled orders are subject to the published cancellation policy of the respective OEM. For repair orders, the Standard Order Cancellation Curve is in effect.

**Quote Validity:** The prices contained in standard quotation or proposal is valid for 90 days unless specifically mentioned in the body of the proposal.

**Other Information:** The selection of equipment offered or provided is based on the service application information provided by the user. National Pump and Process is not responsible for any errors made in product selection based on that information. Product descriptions, dimensions, and performance, as well estimated delivery of the products offered, are based on the most up-to-date information provided from the supplier. National Pump and Process, Inc. is not responsible for any material or non-material error made by the manufacturer, any delay in manufacturing or shipment, or for any incidental or consequential damages incurred. All other commercial issues notwithstanding, are reflective of Ohio and Interstate laws.

### Limited Repair Warranty

National Pump and Process, Inc. warrants its repairs to be free of defects in materials and workmanship for a period of 12-months from equipment start-up or 18-months from the time of shipment, whichever comes first.

National Pump and Process, Inc. must inspect all warranty claims at its repair facility in Aurora, Ohio. Disassembly, inspection, alterations or repairs made without the express consent of National Pump and Process, Inc. rescinds all warranties. The Purchaser assumes all responsibility and expense for the removal, reinstallation, and freight in the warranty process.

The warranty does not apply to product that was subject to negligence, alteration, accident, abuse, misuse, improper engineering or design, improper installation, improper start-up, misalignment, un-level base, pipe stress, vandalism, freezing, excessive pumpage temperatures, pumpage incompatibility with materials of construction, mechanical seal failure, electrolysis, graphitization, erosion, low-voltage, high-voltage, phase loss, civil disturbance, or acts of God.

The Purchase's sole and exclusive remedy against the seller is for the replacement of the defective part(s) or repair of defective workmanship. No other remedy, including compensation for incidental or consequential damages for lost profits, lost sales, or any other incidental or consequential loss, is available to the Purchaser.