

STANDARD TERMS AND CONDITIONS

GREEN COUNTRY FILTER MFG.



1. ACCEPTANCE

- 1.1 All orders are subject to final acceptance by GREEN COUNTRY FILTER MFG., hereinafter referred to as GCF.
- 1.2 No order is binding on GCF until a written acceptance has been sent to the buyer by GCF.

2. FOB POINT

- 2.1 All shipments are FOB GCF unless otherwise specified on the written acknowledgment.

3. PRICES

- 3.1 All quotations are made for prompt acceptance and any terms quoted therein are subject to change without notice after thirty (30) days from the date of quotation unless specifically stated otherwise on the quotation.
- 3.2 Prices are FOB Point of Origin. GCF reserves the right to invoice customer for any and all finished material ready for shipment, when held at customer's request, or for other reasons beyond GCF's control. Seller reserves the right to place a service charge on past due accounts at the highest rate allowable by law. Every Sales, Use, Excise, or other tax and any charge imposed by law or common practice to include custom duties, consular fees, insurance charges, and other comparable charges to be borne by customer. Prices are in U.S. dollars.
- 3.3 All orders are subject to any Federal, State, or other Government Regulation that may be in effect or later become effective.

4. DELIVERIES

- 4.1 All promises of shipment are estimated as closely as possible based on the availability of materials and capacity at the time and are expressly subject to change due to delays beyond GCF's reasonable control.
- 4.2 If additional information or drawing approval is required, promise of shipment will date from receipt of same.

5. DESIGN

- 5.1 GCF reserves the right to make minor changes in design without notice.

6. CANCELLATION

- 6.1 Orders accepted by GCF are not subject to cancellation by customer except with the written consent of GCF and upon terms which will indemnify GCF against any expense, loss, or damage occasioned by such cancellation.

7. INSPECTION

- 7.1 Final Inspection and acceptance of products must be made at GCF's plant and shall be conclusive except as regards latent defects.
- 7.2 Customer's representative may inspect at the plant during working hours prior to shipment in such a manner as will not interfere with operations.

8. ENGINEERING AND SERVICE

- 8.1 Upon request, GCF may provide engineering and / or technical information about its products and their uses.

8. ENGINEERING AND SERVICE cont.

- 8.2 Such information, or assistance so provided, whether with or without charge, shall be advisory only, and buyer agrees to hold GCF harmless from claims for loss from any cause resulting from such advisory or service activity.

9. WARRANTY

- 9.1 THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.
- 9.2 GCF warrants that all pressure vessels and pressure vessel components manufactured by it to be free from defects in materials and workmanship when these products are used within the service and pressure range for which they were manufactured. Such warranty shall be binding upon GCF in respect to pressure vessels only (excluding any and all removable components) for a period of ten (10) years from shipment. Such warranty shall be binding upon GCF in respect to all other products manufactured by GCF for a period of one (1) year from the date of shipment.
- 9.3 If, at any time within such periods, it is established to the satisfaction of GCF that any product manufactured by GCF was defective at the time of shipment, GCF, at its option, shall repair or exchange such item, FOB Destination, or refund the price paid.
- 9.4 It is understood that the liability of GCF shall be limited to such repair or replacement and that GCF shall not be liable for any direct, indirect, incidental, or consequential damages arising out of any defects or from any cause whatsoever.
- 9.5 This warranty does not cover deterioration by corrosion or aging of any component, including stress corrosion or any other cause of failure other than defects in materials and workmanship.
- 9.6 Unless repairs to, alterations of, or work done on said products by the buyer shall be specifically authorized in writing by GCF, any warranty applicable thereto shall become null and void.

10. FREIGHT

- 10.1 Any freight allowance applies to materials manufactured by GCF. Delivery by carrier will be at customer's risk.

11. PATENT INFRINGEMENT

- 11.1 The seller shall not be liable for any damage or costs for any infringement of patents for any products which are produced to buyer's specifications and buyer shall assume all responsibility for, and save seller harmless from any and all damages, costs, royalties, and all other claims arising out of any charges of infringement.

12. ACCEPTANCE

- 12.1 Acceptance of buyer's order is expressly conditional upon buyer's acceptance of the foregoing terms and conditions of sale. Any additional or different terms proposed by customer are not acceptable unless expressly agreed to in writing by an officer of the company.