The following terms and conditions shall apply to an order for all or any part of the articles covered by this accompanying offer unless a specific exception is included therein. Acceptance of an order by SEEPEX Inc. is expressly made conditional upon Buyer’s acceptance of SEEPEX Inc. Terms and Conditions of Sale, and/or Reimbursement and/or Title and/or Control and/or Repossession and/or liquidation regulations (whether written or oral) by Buyer will therefore be considered as a nullity and must be otherwise agreed in writing, SEEPEX Inc. reserves the right, in its sole discretion, to refuse any order, regardless of pertinent agreements, for any reason including but not limited to loss, expiration of the validity of the offer, errors in the offer, unacceptable payment terms, conflicts with contractual commitments made to other potential customers, the chance that a customer may fail to perform any express or implied warranty or representability of the products offered.

1.0 PRICES

1.1. Any prices quoted shall be valid for orders placed within 30 days from the date of issue of the offer. Prices are Ex-Works SEEPEX Inc. plant (Enon, Ohio USA) in U.S. dollars, unless otherwise agreed. SEEPEX Inc. reserves the right to correct typographical or clerical errors.

2.0 TERMS

2.1. All orders are subject to approval by the SEEPEX Inc. Credit Department. Unless otherwise agreed, if payment for the invoice due is not made in full within thirty (30) days from the date of shipment, a finance charge equal to the annual percentage rate of 18% will be added to the invoice amount. If payment is not received within thirty (30) days from the date of shipment, the invoice amount shall be due and payable to SEEPEX Inc. at the time of shipment.

2.2. Unless the order includes the appropriate exemption certificates and/or licenses, duties and taxes levied by Federal, State, or other governments are required to be charged automatically at the rate imposed by the state no specific routing, SEEPEX Inc. will utilize its best judgment in determining the replacement of the item, all to be reimbursed by the issuance of a credit to the customer’s account. Outstanding ISAs that have been declined repair will be scrapped automatically after ninety (90) days if no other written instructions are provided.

2.3. Until payment is made in full, SEEPEX Inc. shall retain the right, without notice, to resell and/or return the items, and/or dispose of them, for its benefit and hold the customer responsible for any loss. SEEPEX Inc. agrees to enter into any agreements, contracts, or notices required confirming such rights.

2.4. Except where prohibited by law, all products and services paid with a credit card are subject to a 2.5% convenience fee added to the price of the order. This fee will not exceed our cost of acceptance and will not involve additional costs to be incurred, such costs shall be borne exclusively by the customer, unless otherwise agreed in writing.

2.5. SHIPMENT

2.5.1. a. Handling Charges: Customer shall be responsible for making all arrangements for shipment of the order with a suitable carrier. In the event that customer requests that SEEPEX Inc. make arrangements for shipment, then customer agrees to pay to SEEPEX Inc., in addition to all applicable shipping charges, a handling charge in the amount of 10% of the shipping charges with a minimum of $50.00 to a maximum of $550.00, with special services required including additional charges.

2.5.2. New Articles: SEEPEX Inc. warrants articles of our manufacture against defects in material and/or workmanship for a period of three (3) years from the date of delivery, provided that the articles which have been installed, maintained, and operated in strict accordance with SEEPEX Inc. recommendations and instructions.

2.6. Repair Work: Defined herein as work and services performed by SEEPEX Inc. in warranty replacement and/or repair shall be made to customer’s articles that are covered under warranty or can be resold. Items that are specially produced for a specific customer, including but not limited to: special hoppers, bunkerplates, electrical panels, gear reducers and electric motors are specifically excluded from consideration for credit. Any items not received in good, clean and uncontaminated condition or items that cannot be put back into stock will not be accepted. Any elastomer material with over three (3) years of fabrication will not be accepted for repair and/or credit. Items must pay for all freight associated with any return, including parts or equipment that may be considered to be covered by the limited warranty or corrections of service. If an item is deemed to be covered warranty, the value of the item, and freight associated with the replacement of the item, will be reimbursed by the issuance of a credit to the customer’s account. Outstanding ISA’s that have been declined repair will be scrapped automatically after ninety (90) days if no other written instructions are provided.

3.0 CANCELLATION

3.1. After acceptance, orders may be cancelled only with the express approval of SEEPEX Inc. In the event of an approved cancellation, the customer shall remain responsible for payment for all work performed and/or expenses incurred by SEEPEX Inc. as of the time of cancellation. SEEPEX Inc. reserves the right to cancel the order if SEEPEX Inc. determines, in its sole discretion, that the customer’s financial condition renders the customer unable or unlikely to pay for the order as agreed.

5.0 RETURN

5.1. No credit will be allowed for returns unless SEEPEX Inc. has authorized such returns in writing in advance. A copy of this authorization must be returned with the item as the packing slip. All returns are subject to restocking charges and to the SEEPEX Inc. Return Goods Authorization (RGA) Policy, which is available on www.seepex.com, and is incorporated herein by reference. SEEPEX Inc. will only issue credit for items that are covered under warranty or can be resold. Items that are specially produced for a specific customer, including but not limited to: special hoppers, bunkerplates, electrical panels, gear reducers and electric motors are specifically excluded from consideration for credit. Any items not received in good, clean and uncontaminated condition or items that cannot be put back into stock will not be accepted. Any elastomer material with over three (3) years of fabrication will not be accepted for repair and/or credit. Items must pay for all freight associated with any return, including parts or equipment that may be considered to be covered by the limited warranty or corrections of service. If an item is deemed to be covered warranty, the value of the item, and freight associated with the replacement of the item, will be reimbursed by the issuance of a credit to the customer’s account. Outstanding ISA’s that have been declined repair will be scrapped automatically after ninety (90) days if no other written instructions are provided.

6.0 WARRANTY

6.1. a. New Articles: SEEPEX Inc. warrants articles of our manufacture against defects in material and/or workmanship for a period of three (3) years from date of delivery, provided that the articles which have been installed, maintained, and operated in strict accordance with SEEPEX Inc. recommendations and instructions.

6.2. Repair Work: Defined herein as work and services performed by SEEPEX Inc. in warranty replacement and/or repair shall be made to customer’s articles that are covered under warranty or can be resold. Items that are specially produced for a specific customer, including but not limited to: special hoppers, bunkerplates, electrical panels, gear reducers and electric motors are specifically excluded from consideration for credit. Any items not received in good, clean and uncontaminated condition or items that cannot be put back into stock will not be accepted. Any elastomer material with over three (3) years of fabrication will not be accepted for repair and/or credit. Items must pay for all freight associated with any return, including parts or equipment that may be considered to be covered by the limited warranty or corrections of service. If an item is deemed to be covered warranty, the value of the item, and freight associated with the replacement of the item, will be reimbursed by the issuance of a credit to the customer’s account. Outstanding ISA’s that have been declined repair will be scrapped automatically after ninety (90) days if no other written instructions are provided.

7.0 WARRANTIES & LIABILITY LIMITATIONS

7.1. a. New Articles: SEEPEX Inc. warrants articles of our manufacture against defects in material and/or workmanship for a period of three (3) years from date of delivery, provided that the articles which have been installed, maintained, and operated in strict accordance with SEEPEX Inc. recommendations and instructions.

7.2. All orders; All warranty claims shall be submitted promptly in writing to SEEPEX Inc. All warranty replacement and/or repair shall be made to customer’s articles that are covered under warranty or can be resold. Items that are specially produced for a specific customer, including but not limited to: special hoppers, bunkerplates, electrical panels, gear reducers and electric motors are specifically excluded from consideration for credit. Any items not received in good, clean and uncontaminated condition or items that cannot be put back into stock will not be accepted. Any elastomer material with over three (3) years of fabrication will not be accepted for repair and/or credit. Items must pay for all freight associated with any return, including parts or equipment that may be considered to be covered by the limited warranty or corrections of service. If an item is deemed to be covered warranty, the value of the item, and freight associated with the replacement of the item, will be reimbursed by the issuance of a credit to the customer’s account. Outstanding ISA’s that have been declined repair will be scrapped automatically after ninety (90) days if no other written instructions are provided.

8.0 PRODUCT RIGHTS AND RISKS

8.1. a. SEEPEX Inc. disclaims any liability or responsibility whatsoever with regard to loss or damage to the customer’s property while in the possession, custody or control of SEEPEX Inc. for requested repairs or other services, and the customer expressly agrees to indemnify and hold SEEPEX Inc. harmless against any and all claims for such loss or damage.

9.0 HAZARDOUS MATERIALS

9.1. Any hazardous materials or the existence of any hazardous materials with regard to the condition of any product sold, rented to SEEPEX Inc. for service or repair work must be disclosed by customer in writing in the RSA Request Form, whether or not required to be disclosed per federal law on the MSDS sheet. Customer shall defend, indemnify and hold SEEPEX Inc. harmless from and against any and all claims of injury or damage, including attorney’s fees, caused by any hazardous condition or material on or about product returned for service or repair. This obligation includes but is not limited to claims of bodily injury or death suffered by SEEPEX Inc. employees, or by other parties.

TERMS & CONDITIONS OF SALE AND/OR REPAIR

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