

Terms and Conditions

1. **AGREEMENT.** The contract of sales resulting from Seller's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both the Seller and the Purchaser. The Seller is Pulsafeeder, Inc, A Unit of IDEX Corporation, and the Purchaser is identified in the Contract. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to the Seller's conditions of sale, are objected to and are excluded unless the Seller expressly agrees in writing to such terms. Execution of such forms by Seller to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's terms. Acceptance of the goods shipped shall constitute assent to Seller's conditions of sale. This contract shall be binding upon Purchaser and Seller and on their successors and assigns.
2. **QUOTATIONS.** Quotations submitted by Seller are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sale, use, excise, occupational or other similar tax. Delivery lead times contained within quotations shall date from receipt by Seller of all necessary engineering and manufacturing information including approved drawings if required by buyer.
3. **ACCEPTANCE.** All orders are subject to approval and acceptance by Seller. A written acknowledgement sent to Buyer of order so approved shall constitute such acceptance by Seller. Seller may at any time alter or suspend credit, refuse shipment, or cancel unfilled orders when, in Seller's opinion, the financial condition of Buyer or the status of his account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by Seller will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications except with Seller's prior written consent. Any such modification may be subject to a charge as determined by Seller.
4. **CANCELLATION.** If Purchaser desires to cancel or change any portion of the Contract, he must make such request in writing to the Seller. Seller may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Seller for all material manufactured and in process of manufacture at time of notice and all special materials ordered at time of notice and for which Seller must take delivery, unless otherwise agreed by Seller in writing. All such materials must be removed from Seller's premises within 30 days after payment and payment will be due at time of notice. Seller also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Seller's shipping schedule and acknowledged by Seller.
5. **DELIVERY.** Shipment schedules are approximate only and are as accurate as present conditions permit. Seller assumes no responsibility to liability for failure to delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. If for any reason Seller's supply of items ordered hereunder is caused to be limited, Seller shall have the right to prorate the supply in such manner as it, in its discretion shall determine. Delivery to a common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer.
6. **PARTIAL DELIVERIES.** Seller may make partial deliveries which Buyer shall accept and pay for at the prices specified on the reverse side hereof upon maturity of bills therefore. If any part of the order is not delivered by Seller or is not in accordance with the order, the remaining part of the order and Buyer's obligation hereunder shall not be affected.
7. **PACKING.** All items sold hereunder shall be packed or crated and shipped in accordance with Seller's best judgement. Any special packing, crating or shipping instruction of Buyer must be

noted on Buyer's original order, acknowledged by Seller and may result in an additional charge.

8. **INTEREST AND COSTS.** Purchaser agrees to pay interest at 1 1/2% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Seller, and any attorney's fees or court costs arising out of and made necessary in collection of its obligation to Seller created by this Contract.
9. **TAXES.** Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measure by the products purchased hereunder shall be for the Purchaser's account unless Purchaser furnished Seller an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.
10. **FORCE MAJEURE.** Seller shall make delivery in accordance with the terms of the Contract or within a reasonable time in the absence of any commitment, but Seller shall not be liable for delays or defaults in delivery caused by floods, fires, storms or other acts of God, by war or act of public enemy (or civil disturbance), strokes, lockouts, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Seller's reasonable control.
11. **INSPECTION AND TESTING.** Seller's standard specifications and tests apply to all orders. All charges for inspections or tests not regularly furnished are for Purchaser's account and subject to prior negotiation. All inspections shall be conducted at Seller's plant and failure of purchaser to avail himself of inspection privileges shall be deemed a waiver of such privileges.
12. **PRICES.** Prices are subject to change without notice. Orders based on published prices and accepted for scheduled shipment will be invoiced at Seller's applicable price in effect on the scheduled date of shipment unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. Orders specifying palletizing or special packaging will involve special charges.
13. **DELAYS.** All orders are accepted subject to Seller's ability to make delivery at the time and in the quantities specified, and the Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipment. Purchaser shall be liable for any added expenses incurred by Seller because of Purchaser's delay in furnishing requested information to Seller, delay resulting from order changes by Purchaser or delay in unloading shipments at delivery point.
14. **SHIPMENT.** Seller will select method of shipment and routing when transportation charges are for account of Seller. When shipping instruction are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carriers charges for notification prior to delivery, demurrage, delay in unloading diversion or reconsignment.
15. **TITLE.** Title to products transfers upon delivery to Purchaser at the FOB point of shipment which will be clearly set forth in the shipment terms of this Contract. On Receipt of title, Purchaser is then responsible for proper protection of product, placement, compliance with regulations and ordinances, and will indemnify Seller against all claims for personal injuries or property damage from the storage, use or handling of such products.
16. **IN TRANSIT CLAIMS.** Claims for damage or shortage in transit must be made against the carrier by the owner of the shipment according to the FOB terms of the Contract. Purchaser has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an

inspection report furnished by the local agent of the carrier in order to support a claim.

17. **CLAIMS.** Notice of Claims against Seller hereunder for any reason, must be made to Seller in writing promptly after discovery and within any applicable warranty period. Failure to give such notice shall constitute a waiver by Purchaser of any right to assert such a claim.
18. **RETURNS.** Returned goods shall be accepted for credit only if in salable condition and only with evidence of Seller's prior written consent. Seller will assess charges for freight both ways and any costs necessary to restore such goods to the regular plant inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Seller. All returned orders are subject to a 50% restocking fee.
19. **PATENTS.** Seller agrees to defend and to protect Purchaser against loss or damage arising out of any legal action for patent infringement in connection with the manufacture of its products sold to Purchaser, provided seller is notified promptly of any such action with complete information and is given an opportunity to defend.
20. **LAW.** This order shall be governed by and shall be construed by the law of the State of New York.
21. **GOVERNMENTAL REGULATIONS.** Seller warrants that no code, law, regulation or ordinance of the United States, a state or any other governmental authority or agency or any applicable Executive order has been violated in the manufacture or sale of the items covered by this Agreement and warrants that the equipment, supplied and/or articles covered thereby conform with all such requirements.