



QUOTATION TERMS & CONDITIONS

1. Quotation Validity:

This quotation shall remain valid for a period of thirty (30) days.

2. Purchase Order:

Please reference quotation number on your Purchase Order. Your order should be issued to:
FLEXIM AMERICAS Corporation – 250V Executive Drive – Edgewood, NY 11717

3. Payment Terms:

Payment terms are net thirty (30) days, subject to credit approval. Quoted prices are F.O.B. our plant, Edgewood, NY.

4. Site Application Conditions:

It is the customer's responsibility to ascertain that application conditions at its site are within FLEXIM's published specifications for the selected equipment and to properly complete FLEXIM's Application Support Tool (FAST) form. If application conditions are uncertain, a site survey or equipment leasing plan is available to assure suitability. Please contact FLEXIM for information and rates.

5. Misapplication Policy:

FLEXIM Misapplication Policy is designed to protect the customer from receiving inappropriate equipment to meet site application conditions. In this regard, the customer is advised to take advantage of the availability of on-site evaluation or leasing plan referred to in Item #4, if the site conditions are uncertain. If FLEXIM's Application Support Tool (FAST form) is completed by the customer with complete and correct information (including pipe and liquid conditions), and the customer has made payment in full, then should equipment supplied by FLEXIM based on that FAST fail to operate within system specifications, customer will receive a refund of its purchase price, or may apply such refund toward purchase of appropriate model.

FLEXIM reserves the right to send a Field Service Engineer to the customer site to determine whether the actual site application conditions conform to the customer's FAST specifications. If in conformance, then FLEXIM will be responsible for trip expenses. However, if the application does not conform to the FAST, or if installation was improper, then customer will be responsible for trip expenses.



6. Warranty:

FLEXIM equipment is warranted for 12 months after delivery. Any Warranty repair shall be performed at FLEXIM's plant. Authorization to return equipment must be obtained from FLEXIM by calling Customer Service at (631) 492-2300, prior to shipment, for a Sales Return Order (SRO) number. This SRO number must appear prominently on the outside of all returned packages. Returned merchandise must include packing slip with specification of defect(s) and shipped freight prepaid directly to FLEXIM AMERICAS Corporation, Repair Department, 250-V Executive Drive Edgewood, NY 11717. At customer's request, Field Service on warranted equipment can be provided at standard rates. Parts and materials covered under the warranty shall be supplied without charge.

7. Field Service Rates:

Please refer to FLEXIM's current Field Service Rate Schedule, available on request from FLEXIM. Orders received by FLEXIM based on the attached quotation are deemed to include the following terms and conditions:



FLEXIM Terms & Conditions

1. FLEXIM's products are guaranteed to be free from defects in material and/or workmanship and to perform as specified when properly installed, used, and maintained in accordance with written instructions. FLEXIM's standard 12 month warranty terms shall govern the terms of this sale. Any claims for return of equipment through no fault of the equipment or of FLEXIM, the customer has 30 days to return the purchased equipment from date of receipt with a 35% restock fee charge. No equipment shall be returned to FLEXIM without FLEXIM's prior written authorization and issuance of Sales Return Order (SRO) number. SRO's will expire 30 days from date of issue. All items returned must be in good resalable condition and in original undamaged package. All returned products will incur a 35% restock fee. Customer is responsible for all packing, shipping and handling charges for the cost of returning the items to FLEXIM. If merchandise is received damaged, there will be no credit issued.
2. Any claims with respect to apparent defects or quantity shortages will not be accepted unless presented in writing within 30 days after delivery of the equipment. If customer wishes to return the purchased equipment due to misapplication of the site specifications, see FLEXIM's misapplication policy.
3. FLEXIM shall not be liable for failure or delay of delivery due to labor disputes, fires, floods, acts of God, accidents, civil unrest, rejection of merchandise by any governmental agency, non-delivery by FLEXIM's supplier or any other cause beyond FLEXIM's reasonable control.
4. LIMITATIONS: Extended Warranties cover no longer than one (1) year for calibration and do not cover any damage or discoloration caused by corrosion due to gases, liquids, or any other source, unless otherwise specified in a contract. Such returns are contingent on FLEXIM's examination and reasonable satisfaction that any defects are covered by the extended warranty and that the Buyer has not returned the equipment in a damaged condition, due to any negligence, tampering, misapplication, or product modification on the part of the Buyer or his agents.
5. FLEXIM warrants only FLEXIM products that are properly used and properly installed for the particular application for which intended and quoted, and this warranty does not cover products which have been modified without FLEXIM's approval or which have been subjected to unusual physical or electrical stress, alteration, or tampering, or upon which the original identification marks have been removed or altered. Whenever the design of the equipment to be furnished or the system in which it is to be incorporated originates with the Buyer, FLEXIM's Extended Warranty is limited specifically to matters relating to furnishing FLEXIM's equipment free of defects in materials and workmanship and FLEXIM assumes no responsibility for implied warranties of fitness for purpose or use. Any replacements or repair shall be to FLEXIM's factory, unless otherwise directed. No items shall be returned for warranty repair without prior written authorization from FLEXIM.



6. No sales shall be binding upon FLEXIM if customers' credit is not approved by FLEXIM's Credit Department prior to shipment. Payment terms are net 30 days. Amounts not paid within the thirty (30) day period are subject to a 1-1/2% monthly late charge or the maximum legal rate (if less). FLEXIM is entitled to recover reasonable costs and expenses (including attorney's fees) collecting any sums due hereunder.
7. FLEXIM shall not be liable for installation charges, for expenses of Buyer for repairs or replacement, for damages from delay or loss of use, or other indirect or consequential damages of any kind.
8. This agreement shall be deemed to have been made in and governed by the laws of the State of New York. The parties agree that the courts of the State of New York shall have jurisdiction over customer with respect to any controversy or dispute arising out of this contract. Customer agrees to accept service of process by registered or certified mail addressed to it at the address set forth on the original purchase order.