Terms and Conditions of Sale

Prices

1. Prices to be charged are based either on the published price list ruling at the date of shipment or are based on quotation.
2. The Company's prices are subject to adjustment to cover any subsequent variation in the prices of materials, wage rates or other costs which may occur between the date of quotation or the date of the Contract and completion of the Contract.
3. Unless otherwise stated it is to be assumed that our prices given in a quotation will hold firm for 30 days from the date of quotation.
4. All prices quoted are exclusive of taxes, exchange, license fees, shipping fees, and handling fees.

Ordering

5. Unless otherwise agreed by us in writing, Contracts and orders are only accepted upon and subject to this Company's Terms and Conditions as stated herein, and any qualifications of these Terms and Conditions by the customer must be deemed to be and will be treated as being inapplicable.
6. Telephone orders must always quote the customers official order number and be confirmed in writing clearly marked "Confirmation."
7. A quotation is not a binding offer but is an invitation to place an order. No binding contract shall be deemed to have been affected by the acceptance by the customer of any quotation given by us until the order constituted by such acceptance has been confirmed in writing by us.
8. If the customer wishes to rely upon any representations made by us but not expressly embodied in the quotation, the customer must give ourselves a written notice of such reliance's before placing an order or signing a contract with us and shall not otherwise be entitled to rely on any such representations.

Cancellation

9. In the event of an order being cancelled or amended, we reserve the right to charge for any material or work done to the date of such cancellation or amendment.

Delivery

10. (a.) Shipments will be F.O.B. shipping point and unless otherwise stated the method of shipment being at our absolute discretion. This is, however, subject to our reserving the right to accommodate special circumstances by prior arrangement with the customer. (b.) In the event of goods being returned, we reserve the right to refuse to accept the return of goods specified on the face hereof (or any part thereof) unless such are returned to us freight prepaid after written consent has been given.
11. Delivery dates are estimates calculated on existing trade and material supply availability and are based on a time when a Contract exists with us and when full and final information is available to enable us to proceed. While every reasonable endeavor will be made to deliver in accordance with estimates, no responsibility is taken for the delay. We cannot be held responsible for any penalties or liquidation or ascertained damages for late delivery or non-performance due to circumstances outside our control including Force Majeure. Delay in delivery or completion of the Contract caused by default on our part shall not entitle the customer to cancel the Contract.
12. If for any reason the customer is unable to accept delivery of the completed goods at the time when the said goods are due and ready for delivery, we shall, if our storage facilities permit, store the goods until their actual delivery and the customer shall be liable to us for the reasonable costs of doing so.

Manufactured to Customer's Specification

13. (a.) All descriptions, particulars, drawings and other illustrations published by us, whether or not accompanying or forming part of a tender, quotation or estimate, or contract, must be regarded as approximations unless the contrary is expressly stated in relation to particular equipment and small variations therein shall not vitiate any contract based thereon. In keeping with the policy of continuing improvement, we reserve the right to change and modify the design or specifications of any of the

equipment manufactured by us without the prior consent of the customer. (b.) Where specifications are to be supplied the customer should supply such specifications in a reasonable time to enable us to complete delivery within the period named. (c.) We shall be entitled to discontinue the work done in accordance with the customer's specifications should those provided prove insufficient or unsatisfactory.

14. The customer shall indemnify us against all damages, penalties, costs and expenses to which we may become liable because of work done in accordance with the customer's specification which involves the infringement of any letters patent or registered design.

Compliance with Official Requirements

15. (a.) It is a condition that the customer shall without charge to us comply with any statute, order in counsel, decree, regulation, law or by-law or other requirement for the time being enforced by any Governmental Department, Municipality or other competent authority. (b.) If owing to the customer's failure to comply with this condition, any additional cost or expense is incurred by us then the cost incurred will be calculated and charged to the customer.

Customer's Responsibility

16. (a.) The customer is responsible for all materials, equipment, ancillaries, auxiliaries, personnel and operatives where these are supplied by the customer as part of or in consequence of the contract. For all these things in this clause the customer is responsible and at risk to himself and should provide adequate insurance and take all necessary and reasonable steps for the adequacy and safety of material and personnel without any recourse to us. (b.) The customer is responsible for providing all labor and material and necessary services including tools and equipment and energy sources insofar as erection, assembly and/or testing of the contracted equipment that is concerned.

Claims

17. The customer shall inspect the goods immediately on the arrival thereof or as soon as reasonably possible thereafter and any claim of whatever nature arising out of this transaction shall be deemed to be waived by the customer unless it is notified in writing both to the carrier and to us. (a.) In the event of damage, within 5 days of receipt of the goods. (b.) In the event of part or whole non-delivery of the quantity advised, within 10 days of receipt of the advice note. (c.) In the event of part to be rejected, within 10 days of the receipt of the goods.
    If the customer fails to give such notice the said goods shall be deemed to be in all respects in accordance with the contract and the customer shall be bound to accept and pay for the same accordingly.

Title

18. (a.) Any goods delivered shall be and remain our absolute property until payment of all the amount owing to us has been made no matter how arising and outstanding from time to time. (b.) Until the date of payment, the customer unless we indicate to the contrary, is required to store the goods in such a way that the goods are readily identifiable as our property and all risk in such goods from the date of delivery shall be home by the customer. (c.) Notwithstanding anything contained in this clause, the customer shall be entitled to sell the goods to a third party in the normal course of business or incorporate them into other goods in the course of his own business, as our agent, or to deliver them on condition that as long as the customer has not fully discharged all moneys due to us the customer shall be in a fiduciary relationship with us and accordingly shall be obliged to account to us with the proceeds or part proceeds if applicable in the case of incorporation of sale of the goods (which proceeds shall be kept separate and identifiably from the customer's own moneys). (d.) Until such time as the customer has fully discharged all moneys due to us or has sold and delivered the goods to a third party or incorporated the goods into other goods in accordance with the sub-clause (c.) of this clause we shall be entitled immediately after giving notice of our intention to repossess to enter upon the premises of the customer with such transport as may be necessary and repossess any goods

to which we have title hereunder. (e.) Nothing in this clause shall confer any right upon the customer to return the goods delivered hereunder or to refuse or to delay payment therefore unless otherwise agreed.

Guarantee

19. Any goods supplied by us which are found within one year of dispatch from our works to be defective in workmanship or materials will be replaced or rectified free of charge provided that no alteration has been made to such goods after leaving our works and provided that such defect is not due in whole or in part to lack of care, incorrect choice of products, faulty mounting or any other circumstances whatsoever beyond our control. The guarantee is in substitution for any warranty or condition statutory or otherwise, which would otherwise be implied and limits any express term hereof so as to free us from any loss or damage however caused or arising.
20. We reserve the right to replace with sound goods any goods found defective by reason of materials or workmanship. Our liability for any consequential damage to property or goods whosoever caused arising out of defective materials or workmanship in the goods described on the face hereof shall be excluded.
21. In the event of the desired processing or otherwise fulfillment of contract not being obtained due to the use by the customer of unsuitable materials or methods of fabrication no responsibility shall attach to us. Nevertheless, our charges for processing remain payable.
22. The company shall not be liable for any breakage, loss or damage to the customer's goods, however caused (including fire, explosion, accident, negligence, error, defective workmanship, and any acts of omissions, etc.) whether they are in the course of processing or otherwise in fulfillment of contract; not any consequential loss or damage whatsoever sustained by the customer while in our possession or that of a sub-contractor or while in transit. All the customer's goods are the customer's risk in all respects.

Terms of Payment

23. Payment shall be made within the terms as stated on the invoice. All prices quoted and invoices are strictly net unless expressly stated otherwise.

Default

24. In the event of default of payment of any moneys due from the customer, or should the customer go into liquidation or become subject to receivership, we may, at our option, stop work upon any order from the customer then in hand and shall accept no liability in respect of such stoppage. We reserve a general lien on any materials patterns and other properties of the customer in our possession for all moneys due or accruing from the customer on any account.

Law Applicable to Contract and Interpretation

25. This Contract shall in all respect be construed as an American contract and be governed by and be subject to the Laws of the United States of America. Any part of this Agreement that is contrary to any Federal, State, or local law shall not be applicable and shall not invalidate any other part of this Agreement. In the event of disputes or legal interpretation of the terms of this Agreement, the laws of the State of Texas shall govern and be binding upon the parties hereto.