



**FLOW**  
CONTROL

## **TERMS AND CONDITIONS OF SALE**

**GENERAL:** All quotations and orders are subject to the following conditions of sale, Stenographic and clerical errors are subject to correction. All price lists are subject to change without notice. Orders become contracts only upon acceptance by Flow Control, Inc., Sewell, NJ. Any agreements or other understandings modifying these terms and conditions resulting from our acceptance of a customer's order will not be binding unless made in writing by our office. Your acceptance by way of purchase order hereby agrees to all the terms and conditions contained herein.

**LIABILITY:** Orders are accepted by us under the conditions that we are not to be liable for losses, detentions or delays occasioned by accident, strikes, fires affecting our operations or the operations of our suppliers or any other causes beyond our control and no damages for delay in delivery will be allowed. We will not assume any responsibility, expense or liability for repairs or alterations to products without our written consent. No claims for contingent liability or consequential damage will be recognized or allowed by us.

**WARRANTY:** Any warranty, guarantees or remedies covering products sold by Flow Control, Inc. shall be expressly limited to those offered by the individual manufacturers of those products. Flow Control, Inc. offers no remedy beyond those offered by each specific manufacturer we represent. Purchasers are expected to make their own tests to determine suitability of these products for their particular purposes. No guarantee is made against chemical attack. We do not allow claims for unauthorized repairs, labor, or material changes. Authorization for such can only be made by the manufacturers. This is the only warranty and no other is expressed or implied.

**CHANGE OF DESIGN:** We reserve the right to discontinue the selling of, or change or modify the design and construction of any Flow Control, Inc., product, in due course of our principal's manufacturing procedure, without incurring any obligation to accept for credit, to replace or furnish or install such changes or modifications on products previously or subsequently sold.

**REJECTIONS:** Claims of incorrect quantities and incorrect or defective material must be filed in writing within ten days from receipt of said material. Seller holds the option of reinspection at the purchaser's plant or our own before allowing or rejecting the purchaser's claim. Defects that do not impair satisfactory service shall not be a cause for rejection. No material may be returned without first obtaining written permission from the company.

**RETURNS:** No returns of any kind will be accepted without Seller's written permission that has been obtained for each case in advance. Seller shall be the sole judge of suitability of material for return. Credit will not be allowed for goods that have been installed or otherwise weathered. Authorized returns must be sent to designated destination on the authorization form at the Buyer's expense. Goods not of current design and in active demand or specially manufactured goods can be accepted only to the extent of value to Seller in each case. No credit will be allowed to other than the original purchaser. Credit will be based upon invoiced price and is subject to a minimum 35% restocking fee unless return results from Seller's actions, and maybe subject to additional handling charges. Returns must be made within 30 days of Buyer's receipt of return authorization.

**CHANGE ORDERS OR CANCELLATION:** Orders are not subject to cancellation or change without Seller's written consent and then only upon agreement to compensate Seller for loss caused by such cancellation or change.

**SHIPMENTS:** All prices quoted are F.O.B. from point of origination. Our responsibility ceases with the delivery of products in good order to transportation companies. Delivery is not guaranteed at or to the destination. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions we reserve the right to ship all material, upon completion, by any public carrier which we deem satisfactory.

**TAXES:** The amount of any present or future sales, use or other similar tax applicable to the material sold hereunder shall be added to the price quoted and shall be billed to the purchaser in the same manner and with the same effect as if originally added hereto.

**ADDITIONAL CHARGES:** Additional charges will be made to cover the cost of unusual packing, delivery, engineering, servicing, overtime work, taxes, financing or any cost element not included in our price. A charge of 5% will be added to the price of each item when boxed for export. Additional charges will be made after notice to purchaser to cover abnormal price increases by our suppliers.

In case of refusal or inability of purchaser to accept any shipment in accordance with the terms of his order, or contract, the purchaser shall be held liable for freight, express, storage, extra cost of handling and other expenses that may be incurred thereby. Should the purchaser's financial responsibility become unsatisfactory to this Company, cash payment or satisfactory security may be demanded by the Company.

**TERMS OF PAYMENT:** Subject to establishment of satisfactory credit, all invoices are due and payable in United States Funds no later than 30 days from date of shipment, unless otherwise indicated on our quotation and or invoice. There will be a 1.5% per month interest charge on accounts not paid within terms. Should a collection agency be required to collect payment, Buyer will then owe the invoice amount, 1.5% interest per month delinquent, as well as 50% collection fee if amount owed is less than \$500, 25% if amount owed exceeds \$500. All legal disputes by either Buyer or Seller shall be governed by and mediated against New Jersey law, and heard in said jurisdiction. The site of any action(s) will be local to Sewell, NJ.

**CONVENIENCE FEE:** Flow Control, Inc. will assess and collect a convenience fee of \$12 for all orders paid by Credit Card; the fee will be included in the total payment amount and will be charged at the time of processing.

**TOOLS, FIXTURES, ETC.:** Charges made for tools, fixtures, etc. are a partial charge and do not convey ownership or the right to remove them from our plant.

**ACCEPTANCE:** Acceptance of our quoted bid offering constitutes acceptance of all terms and conditions as stated above. In instances of any dispute Flow Control, Inc. terms and conditions shall supersede others.