Terms and Conditions of Sales and Service

HOERBIGER CORPORATION OF AMERICA, INC
HOERBIGER SERVICE INC. (ALL REGIONS)
(hereinafter called HOERBIGER)

Compression Technology

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1. QUOTATIONS All quotations are valid for 30 days from the date thereof unless otherwise specified. Thereafter, all prices are subject to change without notice. Prices are per Incoterms 2010 EXW the HOERBIGER facility as specified with no freight allowed unless specifically stated. Verbal quotations must be acknowledged by HOERBIGER in writing to be valid. Standard terms are Net thirty (30) days.

2. DELIVERY Delivery promises on quotations are based on our production schedule at the time of the quotation. Promises of delivery on acknowledgements are given as accurately as conditions permit. We will make every attempt to ship according to the stated delivery terms; however, we cannot accept any responsibility for delays, which are reasonable, or beyond our control. HOERBIGER will assume no liability for damages arising out of failure to deliver within the time promised.

3. CHANGES IN DESIGN In due course of our manufacturing procedure, HOERBIGER reserves the right to change or modify the design and construction of any of our products without incurring any obligation to notify any customer or furnish or install such changes or modifications on products previously or subsequently sold.

4. LIMITED WARRANTY HOERBIGER'S PRODUCTS ARE WARRANTED, TO THE ORIGINAL PURCHASER ONLY, AGAINST DEFECTS OF WORKMANSHIP AND MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE ORIGINAL DATE OF SHIPMENT. EXCEPT FOR DEPEND-A-CHECK® AND COMPACT A-CHECK® CHECK VALVES WHICH ARE WARRANTED FOR EIGHTEEN (18) MONTHS FROM ORIGINAL DATE OF SHIPMENT. HOERBIGER'S OBLIGATION UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIR AND REPLACEMENT AT HOERBIGER'S FACILITY OF ANY PART OR PARTS THEREOF WHICH SHALL BE RETURNED TO OUR FACILITY WITH TRANSPORTATION CHARGES PREPAID AND WHICH TO OUR EXAMINATION SHALL DISCLOSE TO OUR SATISFACTION TO HAVE BEEN DEFECTIVE — THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PRODUCTS OR PARTS WHICH HAVE BEEN REPAIRED OR ALTERED OUTSIDE OF OUR FACILITY SO AS, IN OUR JUDGMENT, TO AFFECT SERVICEABILITY OR TO PRODUCTS OR PARTS WHICH HAVE SEEN SUBJECTED TO ACCIDENT, NEGLIGENCE, DAMAGE IN TRANSIT, MISUSE, MISHANDLING, OR WHICH SHALL HAVE BEEN USED OR INSTALLED CONTRARY TO INSTRUCTIONS.

PRODUCTS SOLD BUT NOT MANUFACTURED BY HOERBIGER ARE NOT WARRANTED BY US EXCEPT FOR SUCH WARRANTY RECOVERY HOERBIGER REASONABLY OBTAINS, IF ANY, FROM THE ACTUAL MANUFACTURER PROVIDED THAT SUCH MANUFACTURER EXTENDS A WARRANTY THAT IS APPLICABLE.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR (OR INTENDED) PURPOSE. IN NO EVENT SHALL HOERBIGER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PENAL OR EXEMPLARY DAMAGES OR FOR INCONVENIENCE, DISTRESS, TRANSPORTATION, ENGINEERING, RE-ENGINEERING, LABOR COSTS, PRODUCT RECALL, PRODUCTION LOSS, OVERHEAD LOSS OR PROFIT LOSS AND/OR EXPENSE AND/OR LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

THIS WRITTEN LIMITED WARRANTY IS THE ONLY WARRANTY AUTHORIZED AND HONORED BY HOERBIGER. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS TO THE ORIGINAL PURCHASER. OTHER RIGHTS MIGHT VARY FROM STATE TO STATE.

5. PACKING AND INSURANCE HOERBIGER endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit but does not guarantee against damage. All claims regarding shortages must he made in writing within thirty (30) days from receipt of shipment and must be accompanied by the packing list. No shipments are insured by HOERBIGER against damage or loss in transit. All parcel post shipments carry minimum insurance to serve merely as proof of delivery. Painting, Packing, Documentation, Preservation and Installation of our products are as per HOERBIGER standard procedures unless stated otherwise.

6. CANCELLATIONS AND RETURNS Orders once placed and accepted can be cancelled only with our consent and upon terms that will save HOERBIGER from any loss. No merchandise may be returned for credit or adjustment without written permission from our facility. On all merchandise approved for return for credit, a charge will be made to cover re-inspection, eventual reconditioning and/or restocking.

7. SERVICE WORK Upon request and at its option, HOERBIGER will provide engineering and/or technical information regarding its products and their uses and, if feasible, provide personnel to assist customers in effecting field installations. Any such information, service or assistance so provided, whether with or without charge shall be advisory only. It is expressly understood that HOERBIGER does not assume responsibility for damage or loss arising out of, resulting from or caused, in whole or in part, by any such information, service, advice or assistance so provided at the job site or elsewhere and the customer indemnifies HOERBIGER from and against any liability whatsoever in this regard.

8. ADDITIONAL OR DIFFERENT TERMS This acceptance (or acknowledgment) is expressly made conditional on the assent by the buyer to any terms additional to, or different from, those proposed by the buyer in his purchase order. Accordingly, the terms and conditions of these Terms supersede any term of the Purchase Order that is inconsistent with these Terms.

9. LIENS / COSTS OF COLLECTION HOERBIGER retains a lien against all equipment, components and parts thereof relative to any unpaid charges and HOERBIGER shall have the right to all reasonable attorneys' fees and costs incurred relative to collecting any unpaid charges.

10. USA EXPORT REGULATIONS
HOERBIGER are subject to the U.S. Export Administration Regulations and other U.S. export control laws and denial orders. No resale, export, re-export or servicing, directly or indirectly, to countries, companies, individuals or entities is permitted for which the United States institutes or maintains an embargo.