

TERMS & CONDITIONS

This submittal, together with the Terms and Conditions included herein, constitute the entire offer of FluoroSeal Inc. Any prior negotiations, proposals and writing pertaining to this offer are hereby superseded.

Payment Terms Payment due net thirty (30) days after date of invoice. New customers, 50% at order placement, 50% prior to shipping. Overseas accounts, payment in advance. Minimum invoice, \$250.00 USD plus shipping. Buyer to assume his portion of wire transfer or other banking fees. A 5% charge applies to all credit card purchases.

Order Cancellation Standard items are subject to a 20% restocking fee. Cancellations of special orders are treated on a case-by-case basis and are subject to a cancellation fee, normally pro-rated to accrued expenses.

Taxes All sales taxes, including but not limited to Value Added Taxes (VAT), are excluded.

Shipping Terms Ex-works Montreal, Quebec, Canada. All our International shipments are specially packed and crated for sea- or air- worthy shipment. International packing will be billed at a flat rate of \$75.00 USD per crate. We reserve the right to make partial shipments.

Price Validity Prices are valid for thirty (30) days from quote issue date. Current fluctuation of pricing and material availability worldwide has led to a situation of unpredictable conditions which are beyond our control. As such, we judge it to be a case of Force Majeure and reserve the right to increase price and delivery delay prior to order acceptance, upon notification from our suppliers.

Delivery Delivery times are quoted ex-works, after receipt of order. Buyer to confirm delivery delays when ordering to ensure their validity, based on material availability and plant loading at the time of order.

Partial Award We reserve the right to review and adjust pricing in the event of partially awarded contracts.

Country of Origin FluoroSeal® valves are produced in Canada and/or China. Unless specified by the Buyer, we reserve the right to furnish valves from either source at our discretion and without specification of the country of origin. In the event of a restriction for specific countries, these restrictions must be communicated by the Buyer at the time of enquiry, and prior to placing an order. Cost resulting from these restrictions, including but not limited to customs duties, taxes, documentation processing, restocking and/or cancellation are at the responsibility of the Buyer.

Liability FluoroSeal Inc. will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind, whether based upon warranty (except for the obligation accepted by FluoroSeal Inc. under "Warranty"), contract or negligence, arising in connection with the design, manufacture, sale, use or repair of the products or of the engineering designs supplied to the Client. Any litigation will be interpreted in accordance with the laws of the Province of Québec, Canada and any suit, action or proceeding relating to these terms and conditions may be instituted in any competent court sitting in the district of Montréal, Québec, Canada.

Warranty FluoroSeal Inc. warrants for one year from the date of shipment of its manufactured products to the extent that FluoroSeal Inc. will replace those having defects in material or workmanship when used for the purpose and in the manner which FluoroSeal Inc. recommends. If FluoroSeal Inc.'s examination shall disclose to its satisfaction that the products are defective, and an adjustment is required, the amount of such adjustment shall not exceed the net sale price of the defective product(s) only and no allowance will be made for labor or expense for repairing or replacing defective products or workmanship or damage resulting from the same. FluoroSeal Inc. warrants the products which it sells of other manufacturers to the extent of the warranties of their respective makers. Where engineering design or fabrication work is supplied, Buyer's acceptance of FluoroSeal Inc.'s design or of delivery of work shall relieve FluoroSeal Inc. of all further obligation, other than expressed in FluoroSeal Inc.'s product warranty.

THIS IS FLUOROSEAL INC.'S SOLE WARRANTY. FLUOROSEAL INC. MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORE STATED OBLIGATION ARE HEREBY DISCLAIMED BY FLUOROSEAL INC. AND EXCLUDED FROM THIS WARRANTY.

FluoroSeal Inc. neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its engineering designs or products. This warranty shall not apply to any products or parts of products which (a) have been repaired or altered outside of FluoroSeal Inc.'s factory, in any manner; (b) have been subjected to misuse, negligence or accidents; (c) have been used in a manner contrary to FluoroSeal Inc.'s instructions or recommendations. FluoroSeal Inc. shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives.

Additional Remarks 1) In order to cover administrative costs associated with requests for additional documentation, a flat fee of \$60.00 USD will be assessed on every order requiring Material and/or Hydrostatic Test Reports, for orders totalling \$5,000 USD or less. Larger orders, or additional document requests, will be assessed on a case-by-case basis.