

## **TERMS AND CONDITIONS**

### **1.0 TERMS OF PAYMENT**

- 1.1 f.o.b. shop, Tulsa, Oklahoma
- 1.2 All payments to be made in United States dollars
- 1.3 All orders are subject to satisfactory credit arrangements. Seller has the right to require different terms.
- 1.4 All orders based on such quotations are subject to acceptance by E-TECH at its home office, Tulsa, Ok.
- 1.5 Invoices are due net 30 days. Overdue payments may be charged at a rate of 18% per annum.

### **2.0 PRICES**

- 2.1 Prices do not include any sales, excise, use taxes or duties which may be imposed by Federal, State, Local or foreign authorities. Such taxes, if applicable, are payable by the purchaser.
- 2.2 This quotation is based on present prices of materials and services and such the selling price may be adjusted to reflect any increases which occur between this quotation and shipment.

### **3.0 TRANSPORTATION**

- 3.1 Prepaid freight charges paid by E-TECH at the request of the purchases are not subject to discount and are due immediately upon receipt.
- 3.2 Freight charges are based upon current rates and classification. Should E-TECH be required to pay additional charges due to changes in such rates and/or classifications, then the additional charges including penalties shall be charged to and paid by the purchaser.

### **4.0 DELIVERY**

- 4.1 Delivery is based on present schedules subject to verification at the time order is placed. E-TECH will maintain this delivery barring unforeseen circumstances beyond its control such as fires, floods, strikes, lockouts, riots or accidents within its plant or those of its suppliers, or for any causes beyond E-TECH reasonable control. For goods sold in the US, delivery is F.B.B. Seller's facility.

### **5.0 LICENSES AND CUSTOMS**

- 5.1 Unless otherwise set out, prices do not include charges for licenses and customs.
- 5.2 The purchaser will be responsible for and shall pay all charges for brokers and clearing shipments and documents through customs and/or counselor officer, and for securing licenses.

### **6.0 CANCELLATION**

- 6.1 In the event the purchase order is cancelled for any reason, a charge will be made on the completed portion based upon cancellation charges by various vendors and work performed. Cancellation charges will include reasonable profit.

### **7.0 QUALITY OF MATERIALS**

- 7.1 Materials are guaranteed for quality and workmanship for a period of one year after shipment in the same respect as such materials are guaranteed for quality and workmanship by the suppliers of E-TECH, E-TECH accepts no responsibility for failures due to faulty operation.

### **8.0 WARRANTY**

- 8.1 E-TECH warrants that equipment of its own design shall be manufactured in accordance with specifications and the code requirements set out in the proposal and that such equipment shall be free from defects in material and workmanship under normal use and service for which the equipment was designed for a period of 12 months after shipment from factory. If such equipment designed and manufactured by E-TECH shall fail through defect in workmanship or material and specific written notice of such failure is made to E-TECH within 12 months after date of shipment from factory, E-TECH will repair or replace at E-TECH option any such items of its own design and manufacture, f.o.b. its factory, without charge, provided that E-TECH is given an opportunity to make an inspection and is furnished with satisfactory proof that equipment was used and properly operated within design limits.

- 8.2 E-TECH warrants that equipment it manufactures to the design and specifications provided by the customer shall be manufactured in accordance with such design and specifications and that such equipment manufactured by E-TECH shall be free from defects in material and workmanship under normal use and service for a period of 12 months after shipment from factory. If such equipment manufactured by E-TECH shall fail through defect in workmanship or material and specific written notice of such failure is made to E-TECH within 12 months after date of shipment E-TECH will repair or replace at E-TECH option any such items of its own manufacture, f.o.b. its factory, without charge, provided that E-TECH is given an opportunity to make an inspection and is furnished with satisfactory proof of said defect. Seller shall not warrant performance manufactured to performance specifications provided by others.
- 8.3 If customer repairs or modifies unit without E-TECH approval all warranties are void.
- 8.4 E-TECH is not liable for erosion, corrosion, natural wear or any failure which may in any way be attributed to faulty operation.
- 8.5 E-TECH liability shall, in no event, exceed the purchase of the equipment and/or services furnished by E-TECH.
- 8.6 No agent or employee of E-TECH has any authority to make any verbal warranty or representation as to any parts or goods sold by E-TECH.
- 8.7 E-TECH MAKES NO WARRANTIES OR GUARANTEES THAT EXTEND BEYOND THOSE EXPRESSLY STATED HEREIN.
- 8.8 Unless otherwise specified, seller makes no representation that the goods will conform to any federal, state, or local laws, codes or standards.
- 8.9 E-TECH warrants that the thermal performance of equipment thermally rated by E-TECH will be as shown on the performance section of its proposal. Testing will be at or as close as possible to full load.

### **9.0 NOTICE**

- 9.1 E-TECH accepts no warranties and does not agree to be bound by any of the terms on any standard or form purchase order submitted by its customers in the normal course of ordering material or equipment within the proposal attached to these conditions of sale. Any warranties or guarantees beyond those expressly stated herein must be separately and mutually agreed upon.

### **10.0 DISPUTES**

- 10.1 This agreement, and any dispute arising hereunder shall be determined under the laws of the State of Oklahoma. Any legal action relating hereto shall be commenced in any court of competent jurisdiction within Tulsa County, Oklahoma.
- 10.2 In any dispute relating to this agreement, E-TECH shall not be liable for any special or consequential damages including but not limited to loss of profits, revenues or customers.

### **11.0 Governing Law**

- 11.1 All legal rights and remedies of Buyer and Seller are to be governed by the state of Oklahoma.

### **12.0 Testing**

- 12.1 Any acceptance testing required by the Buyer will be at the Buyer's expense and shall be performed while the equipment is in commercially clean condition and made within 60 days from the date of delivery.