



TITAN FLOW CONTROL, INC.

STANDARD TERMS & CONDITIONS OF SALE

1. **General:**

- A. Written quotations are firm for a period of thirty days after date unless cancelled by the seller, in writing, prior to acceptance by the purchaser. Verbal quotations are subject to acceptance within 24 hours, unless within that period, they are confirmed in writing by the seller. Stenographic and clerical errors are subject to correction.
- B. Contracts or orders having penalty clauses for failure to meet shipment are not acceptable unless specifically approved in writing by an authorized individual in our office in Lumberton, NC.
- C. Delivery promises are based on conditions at the time of quoting and are subject to change for causes beyond the seller's control. Under no circumstances will the seller be liable for consequential damages due to failure to fulfill a delivery promise.
- D. We reserve the right to alter dimensions without notice. Send for certified drawings.
- E. Nonstandard, special, and fabricated orders cannot be cancelled after acceptance by seller, unless agreed upon in writing by the seller. The buyer shall be liable for up to the full purchase price in any stage of completion.

2. **Cancellation:**

Any order or part thereof may be canceled by the purchaser upon written notice to the seller prior to 30 days before the completion. Upon receipt of the cancellation notice, all work on the order or part thereof being cancelled will be

stopped as promptly as is reasonably possible, and the purchaser will be liable for a cancellation charge computed on the basis of established prices for all completed items and for the full cost incurred by the seller up to the time of work stoppage, plus 15% on incomplete items, plus a charge for packing and storing, but less credit similarly computed for all standard items that can be used at that time to fill other orders and for the balance of the material as scrap.

3. **Freight:**

All shipments are F.O.B. factory.

4. **Terms:**

Net 30 days from date of invoice, unless otherwise agreed upon by both the seller than the purchaser. Past due accounts are subject to 1.5% service charge per month (18% per annum).

5. **Returns:**

All claims must be made in writing within 10 days after receipt of goods. No materials may be returned to the factory without written permission being given by an authorized individual at our office in Lumberton, NC. A copy of the seller's authorization for return must be attached to the returned material. Returned product must be in usable and resalable condition, otherwise product will be deemed unreturnable.

6. **Minimum Billings:**

MINIMUM BILLING FOR ANY PART ASSEMBLY WILL BE \$25 NET.

WARRANTY

Seller warrants each of the products and parts sold hereunder, under normal use of service, and subject to the user's compliance with any operating instructions and other directions given by seller, to be free from defects in materials or workmanship for a period of one year from date of shipment from seller's plant. Seller's liability, under this warranty, shall be limited to, at the seller's option, to repairing or replacing any such defective product FOB seller's plant in Lumberton, NC, and reimbursing purchaser for shipping costs, subject to the following: (1) Timely receipt of purchaser's written notice that such products are defective. (2) Seller's written authorization to purchaser for the return of such products, (3) the return of such

products to seller with shipping charges prepaid and (4) seller's inspection of and confirmation that such products are defective in materials or workmanship. If seller's inspection demonstrates that the products returned are defective due to dirt, rust, foreign material, improper usage, overtightening on threads, abuse, incorrect assembly in the field, or other cause not attributable to the seller's improper manufacture, seller will provide buyer with a written estimate for the cost of repair or replacement of returned items. Seller must provide written notification to buyer within 60 days of receipt of returned items of the desired course of action. Returned items that remain in the buyer's possession over 60 days without such notification will be scrapped.