

Richards Industries Valve Group  
3170 Wasson Road, Cincinnati, Ohio 45209-2381  
(513) 533-5600 FAX (513) 871-0105  
PHONE (TOLL FREE) 800-543-7311

## Terms and Conditions of Sale

1. General Condition of Acceptance of Orders. Orders are accepted only upon the express condition that Buyers assent to all of the terms and conditions of sale specific in this acceptance. Any terms and conditions in Buyers' orders which may differ from, alter or add to the terms and conditions of sale specified in this acceptance shall not be considered as accepted by or binding upon Seller unless Seller expressly agrees to any such terms or conditions in writing.

2. Delivery. Unless otherwise provided on the face of this form or otherwise agreed by Seller, delivery of the products covered by this acceptance shall be FOB Seller's factory. Seller shall bear the expense and risk of placing the products in the possession of the carrier at its factory, at which point delivery to Buyer shall be deemed to have occurred, and Seller's responsibility for the products shall then cease.

All estimated delivery dates are computed from receipt at Seller's factory of all details pertaining to the order essential to its proper execution. Delivery dates are approximate only, and Seller shall not be liable for any loss from detention or delay caused by fire or other casualty, strikes, civil or military authority, insurrection, riot, or any other cause which is unavoidable or beyond its reasonable control.

Buyer agrees to accept delivery of any part or all of the products covered by this acceptance upon completion of them for shipment. Failure of Buyer to furnish Seller shipping instructions shall in no manner alter the terms of payment of seller's invoices for products offered for delivery, and invoices shall be rendered and payment made as if delivery had been made.

3. Terms of Payment. All invoices shall be due and payable in United States currency in accordance with the payment terms shown on the face of this acceptance. Delays in transportation shall not extend terms of payment.

4. Security. Should Buyer's financial responsibility be or become unsatisfactory to Seller, cash payment or satisfactory security may be demanded by Seller; and in default of such cash payment or satisfactory security, deliveries may be terminated and shipments of products may be made under reservation or stopped in transit, all at the option of Seller. Charges may be made covering the value of any completed or partially completed products that have been produced under this acceptance and for which deliveries or shipments are terminated.

It is understood and agreed that all products covered by this acceptance shall remain the property of Seller, until such products have been fully paid for. Buyer shall on demand of Seller execute and deliver to Seller such documents as

the Seller may deem necessary to cause its security interest to attach and be perfected in accordance with the law of the state into which such products may be shipped or at any time be located. This provision shall not be construed as shifting the risk of loss to Seller for products which have been delivered to the carrier as provided in paragraph 2 above.

5. Taxes. The amount of any present or future sales or other tax, Federal, State or local, which the Seller may be required to pay on its own behalf, on behalf of Buyer or otherwise, with respect to the products covered by this acceptance shall (unless prices are expressly stated to include such tax) be added to the price of such products and paid by Buyer. Buyer agrees to report and to pay any such tax directly on any non-exempt transaction in any case where Seller's invoice does not show a charge for such tax.

6. Warranties and Remedies. Seller warrants its products to be free from defects in material and workmanship at the time of delivery to the carrier. Buyer shall notify Seller in writing within ten (10) days after receipt by Buyer of products of any alleged defects. Seller shall have the right to inspect such products at Buyer's plant or at its own plant before allowing or rejecting Buyer's claim. Defects which do not impair service shall not be considered as defects in material or workmanship under this warranty.

Seller shall be liable only to repair or replace, free of charge, products which are found defective in material or workmanship and which are reported to Seller within (10) days as provided above. This right to replacement shall be Buyer's exclusive remedy against Seller. Seller shall not be liable for labor charges, or other losses or damages of any kind or description, including but not limited to incidental, special or consequential damages caused by defective products.

THE WARRANTY GIVEN IN THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

7. Governing Law. All rights and liabilities of Buyer and Seller shall be governed and determined according to the laws of the State of Ohio.

Richards Industries