

Unified Valve Group Ltd. Terms and Conditions – Sale

1. **Prices and Specifications** are subject to change without notice.
2. **Shipping dates** are approximate. They are dependent upon credit approval and subject to delays beyond our control. Liquidated Damages are not applicable.
3. **Terms of Payment:** Net 30 days to companies with established credit rating. In the event Buyer fails to fulfill previous terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash in advance or other special arrangements. Milestone Payments may apply.
4. **Quotation Validity:** Valid for 30 days unless otherwise stated.
5. **Freight Terms:** All material is sold FCA Unified Valve Group Solution Centre Calgary, except as otherwise provided in a written order, quotation, or contract. Title to all material sold shall pass to the Buyer upon delivery by the Seller to carrier at shipping point. All products must be inspected by the Buyer upon receipt of goods immediately.
6. **Sales Taxes, Etc.:** The Purchaser shall pay and be responsible for all provincial, local or federal sales, use or other taxes (including general sales or value added taxes) and customs duties now or hereinafter enacted (including tariffs on Canadian imports) which may be applicable to the sale of the Products or the importation of the Products to the destination specified by the Purchaser and which duties and taxes shall be the responsibility of the Purchaser.
7. **Import Orders:** Terms, discounts, and conditions of sale for purchase orders with materials originating or for shipment outside of Canada will be procured upon request. We reserve the right to increase the sell price of any item, after the order is received, and prior to shipment, by a percentage equal to the amount of any tariff imposed by Canada Customs in response to new tariffs implemented by the Government of the United States or other entity.
8. **Export Orders:** Any export order will be negotiated and have separate Terms and Conditions.
9. **Cancellation:** No order may be cancelled or changed (in respect of specifications, shipping, or installation dates or otherwise) except with Unified Valve Group Ltd.'s written consent and Purchaser's agreement to compensate Unified Valve Group Ltd. for all additional expenses and other losses incurred in connection therewith.

Returns: No products are to be returned for credit and/or exchange without prior authorization from the company. Approved returns are subject to a minimum 30% restocking.

10. **Limited Product Warranty:** Subject to provision of this section 10, Unified Valve Group will, within a period of 12 months following the date of shipment or installation (as applicable) of new product, replace or repair defective product if such defect was caused directly by defective workmanship or material of Unified Valve Group Ltd., provided Unified Valve Group will not be responsible in any way for any defect that results from purchaser's improper installation, removal, use or handling of such product, from any attempt to operate such product above rated pressure, capacity or voltage (whether intentional or not), from any unauthorized repair or adjustment of product by or on behalf of Purchaser, or from any other cause whatsoever beyond the control of Unified Valve Group Ltd. Liability under this warranty is limited to repair or replacement F.O.B. factory of any parts which prove to be defective within that time or repayment of the purchase price at the Seller's option provided the instruments have been returned, transportation prepaid, within one year from date of purchase. All technical advice, recommendations and services are based on technical data and information which the Seller believes to be reliable and are intended for use

by persons having skill and knowledge of the business, at their own discretion. In no case is Seller liable beyond replacement of equipment F.O.B. factory or the full purchase price. This warranty does not apply if the maximum ratings label is removed or if the instrument or equipment is abused or altered used at ratings above the maximum specified, or otherwise misused in any way.

Limited-Service Warranty: Unified Valve Group Ltd. warrants defects in workmanship for a period of one year from date on service tag. In the event of such defects within the warranty period, Unified Valve Group Ltd. will recondition the product without charge. Any serviced item found to be defective must be shipped back to Unified Valve Group Ltd. pre-paid with seals intact to establish claim. Unified Valve Group Ltd. shall not be responsible for any incidental or consequential damages, including without limitation, damages or other costs resulting from labor charges, delays, negligence, fouling caused by foreign material, chemicals, or any other circumstances over which Unified Valve Group Ltd. has no control. The warranty shall be invalidated by any abuse, Misuse, Misapplication, Broken seal, or improper installation of the product. THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER REPRESENTATIONS MADE BY ADVERTISEMENTS OR BY AGENTS AND ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE FOR GOODS COVERED HEREUNDER.

- 11. Buyer's Remedies:** The buyer's exclusive and sole remedy on account of or in respect to the furnishing of non-conforming or defective material shall be to secure replacement thereof as aforesaid. the seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect, consequential, or incidental damages to anyone by reason of the fact that it shall have been non-conforming or defective.
- 12. Acceptance:** All orders shall be subject to the terms and conditions contained or referred in the Seller's quotation, acknowledgement, and to those listed here and to no others whatsoever. No waiver, alteration or modification of these terms and conditions shall be binding unless in writing and signed by an executive officer of the Seller. All orders are subject to written acceptance by Unified Valve Group Ltd. Prices are exclusive of any taxes and should be considered as an estimate. Contact Unified Valve Group Ltd. for a written quotation. Cancelled orders are subject to cancellation charges. Our standard Terms and Conditions of Sale apply as stated in our catalogue. SELLER DEFINED: For the purposes hereof, Seller means the Corporation listed as such on the front page of the Invoice or acceptance notice of which these terms and conditions of sale form a part.
- 13. Force Majeure:** Any delay or failure of performance by Seller shall be excused if and to the extent caused, directly or indirectly, events beyond Seller's control including, without limitation, fire, flood earthquake, lightning, hurricane, explosion, accident or breakdown, acts of God, embargo, strike, labour dispute, labour trouble, lockout, shortage or control of power supply, shortage of supplies or raw materials, or any causes whether of the same kind as the causes enumerated before or not. Subject to any express provisions of this Agreement, any such causes of delay shall extend the time of performance by the length of delay occasioned thereby.