



RF Valves, Inc.
(Hereinafter referred to as Seller)
STANDARD TERMS AND CONDITIONS



1. CONTROLLING PROVISIONS: These terms and conditions shall control with respect to any purchase order or sale of Seller's products. No waiver, alteration or modification of these terms and conditions whether on Buyer's purchase order or otherwise shall be valid unless waiver, alteration or modification is specifically accepted in writing and signed by an authorized representative of Seller.

2. DELIVERY: Seller will make every effort to complete delivery of products as indicated on Seller's acceptance of an order, but Seller assumes no responsibility or liability, and will accept no back charge for loss or damage due to delay or inability to deliver caused by acts of God, war, labor difficulties, accident, delays of carriers, by contractors or suppliers, inability to obtain materials, shortages of fuel and energy or any other causes of any kind whatever beyond the control of Seller. Seller may terminate any contract of sale of its products without liability of any nature, by written notice to Buyer, in the event that the delay in delivery or performance resulting from any of the aforesaid causes shall continue for a period of sixty (60) days. Under no circumstances shall Seller be liable for any special or consequential damages or for loss, damage or expense (whether or not based on negligence) directly or indirectly arising from delays or failure to give notice of delay.

3. WARRANTY: Seller warrants for one year from the date of shipment Seller's manufactured products to the extent that Seller will replace those having defects in material or workmanship when used for the purpose and in the manner which Seller recommends. If Seller'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 sales price of the defective products only and no allowance will be made for labor or expense of repairing or replacing defective products or workmanship or damage resulting from same. Seller does not guarantee resistance to corrosion, erosion, abrasion, or other sources of failure, nor does Seller guarantee a minimum length of service, or that the product shall be fit for any particular service. Seller 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 Seller's design or of delivery of work shall relieve Seller of all further obligation, other than as expressed in Seller's product warranty. **THIS IS SELLER'S SOLE WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED SELLER'S AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY.** Seller 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 Seller's factory, in any manner; or (b) have been subjected to misuse, negligence or accidents; or (c) have been used in a manner contrary to Seller's instructions or recommendations. Seller shall not be responsible for design errors due to inaccurate or incomplete information supplied on Valve Data Sheet(s) by Buyer or its representatives. The laws of the State of Maryland shall govern, and apply and construe all questions and interpretations hereunder.

4. SELLER'S LIABILITY: Seller 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 Seller under "Warranty", above), contract or negligence arising in connection with the design, manufacture, sale, use or repair of the products or of engineering designs supplied to Buyer.

5. STORAGE: Valves shall be stored indoors free from job site dirt, mud, and temperature changes. If indoor storage is not possible, the valve must be stored above possible water or snow level and remain covered in the original shipping container. Failure to store valves in this fashion or to follow storage requirements for electrical components or other auxiliary equipment will void their warranty.

RETURNS: Seller cannot accept return of any products unless it has been issued a Returned Goods Authorization (RGA) number and form from RF Valves' Customer Service Dept. at (410) 850-4404.

All credits for returned goods are subject to the following: (a) All material returned must be clearly marked with the RGA#, and on its arrival at Seller's plant, be found to be in first-class condition; if not, cost of putting in salable condition will be deducted from credit memoranda; (b) a minimum \$50 or 5% handling charge* will be made from all credit memoranda issued for material returned; (c) Transportation charges, if not prepaid, will be deducted from credit memoranda.

Credits, subject to above, apply only within 90 days after shipment:

- i) 75% – standard manual valve(s), in original crate
- ii) 50% – standard automated valve(s), in original crate
- iii) 50% credit – accessories unused
- iv) Special purpose valve(s) designed to customer specifications returned for non-warranty reasons – credit determined on a case-by-case basis subject to inspection.

6. ORDER CANCELLATIONS or CHANGE ORDERS: Cancellations subject to the following charges as a percentage of total order amount; **10%** order entered; **30%** released for manufacture; **50%** assembly in process or awaiting shipment, unless product is a non-standard, special purpose valve, in which case **100%** or as agreed upon in writing case-by-case. Change Orders – Changing standard accessories, manufacturer's re-stocking fee, plus cost of new item(s). Change of valve structure or design from standard valve design or following release to manufacture, **25%** of order; **50%** of order when assembly in process or awaiting shipment, unless product a non-standard, special purpose valve, in which cost agreed upon in writing on case-by-case basis.

7. SHIPMENTS: All products sent out will be carefully examined, counted and packed. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. No claim for shortages will be allowed unless made in writing within ten (10) days of receipt of shipment. Claims for products damaged or lost in transit should be made on the carrier, as Seller's responsibility ceases, and title passes, on delivery to the carrier.

8. SPECIAL PRODUCTS: Orders covering special or non-standard products are not subject to cancellation except on such terms as Seller may specify on application.

9. PRICES AND DESIGNS: Prices and designs are subject to change without notice. All prices are F.O.B. Point of Shipment, unless otherwise stated. In the absence of a special agreement, Buyer agrees to pay 1.5% monthly interest on all past due invoices. If Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make deliveries except of cash or satisfactory security.

10. TAXES: The amount of any sales, excise, or other taxes, if any, applicable to the products covered by this order, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities.

11. MINIMUM ORDER: \$500.00 plus transportation on complete valve assemblies. \$50 plus transportation on replacement spare parts.

12. TERMS: Cash, net 30 days unless otherwise specified

WARNING - RF Valves, Inc. VALVES ARE DESIGNED AND MANUFACTURED USING GOOD WORKMANSHIP AND MATERIALS, AND MEET INDUSTRY STANDARDS. THESE VALVES ARE AVAILABLE WITH COMPONENTS OF VARIOUS MATERIALS, AND THEY SHOULD BE USED ONLY IN SERVICES RECOMMENDED BY A COMPANY VALVE ENGINEER. MISAPPLICATION OF THE PRODUCT MAY RESULT IN INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGE. A SELECTION OF VALVE COMPONENTS OF THE PROPER MATERIAL CONSISTENT WITH THE PARTICULAR PERFORMANCE REQUIREMENT IS IMPORTANT FOR PROPER APPLICATION. IF THE VALVE EXHIBITS ANY INDICATION OF LEAKAGE, DO NOT OPERATE. ISOLATE VALVE AND EITHER REPAIR OR REPLACE

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