



### TERMS AND CONDITIONS OF SALE

1. **QUOTATIONS:** Quotations shall remain open for thirty (30) days and in the meantime may be changed or withdrawn. The terms of this proposal shall exclusively govern the sale and Purchaser's acceptance of this proposal is expressly limited to those terms. Any acceptance by Champion Valves, Inc. (hereafter referred to as CVI) is expressly conditioned on assent by Purchaser to CVI's terms. All delivery dates are subject to prior sale.
2. **ORDERS:** Quotations are for information purposes only and Purchaser's order is subject to acceptance and acknowledgement by CVI.
3. **TERMS OF PAYMENT:** Net 30 days from date of shipment, unless otherwise noted on CVI's invoice to customer. CVI also reserves the right to demand terms of payment different from those specified herein whenever it reasonably appears that the Buyer's financial condition requires such change or if the purchase order is over \$50,000.00.
4. **WARRANTY, REMEDY, and DISCLAIMER:** CVI warrants for a period of one year from the date of shipment the equipment of its own manufacture to be delivered hereunder against defects in material and workmanship, under normal use and service when used and maintained in accordance with instructions supplied by CVI. This is CVI's sole and exclusive warranty. The customer is required to examine all parts and assemblies immediately upon receipt of shipment and promptly notify CVI of any defects or alleged defects of the parts and assemblies. If a defect appears within one year from the date of shipment and Purchaser has given CVI immediate written notice of same, CVI will repair the part, or at its option replace part by shipping a similar part F.O.B. shipping point, or at its option allow credit of the defective part's purchase price. CVI may require the return of the defective part, transportation prepaid, to establish the claim. No allowance will be made for repairs without CVI's written consent or approval. CVI MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED; AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CVI AND EXCLUDED FROM THESE TERMS OF SALE.
5. **LIMITATION OF LIABILITY:** CVI shall not in any event be liable for special, indirect, incidental or consequential damages. CVI's liability on any claim of any kind shall in no case exceed the price paid by the Purchaser for the equipment. CVI also disclaims all liability, whether in contract, tort, warranty, or otherwise, to any party other than Purchaser.
6. **SHIPPING DATES:** CVI shall not be liable for any loss or damage for delay or non-delivery due to any causes whatsoever not reasonably within the control of CVI.
7. **WEIGHT AND DIMENSIONS:** Any descriptions of equipment in this catalogue such as weights and dimensions are not guaranteed to be correct. Apply for certified dimension sheets.
8. **RETURN FOR CREDIT:** CVI's written consent must be obtained before returned goods will be accepted. All returned goods must have an RMA (Returned Materials Authorization) number obtained from CVI.
9. **CLAIMS:** Any claim for corrections or deductions must be made within ten days after receipt of goods. Claims for shortages must be supported by a properly noted freight bill.
10. **CANCELLATIONS:** The Purchaser may cancel his order only upon written notice and payment to CVI of reasonable cancellation charges specified by CVI. All orders for products identified by CVI as non-standard are non-cancelable, non-returnable.
11. **FREIGHT:** All shipments are F.O.B. factory. CVI's responsibility ends with deliverance of goods to carrier and our possession of signed bill of lading. Claims for material damaged or lost in transit should be made to the carrier, as CVI's responsibility concludes upon delivery to the carrier.
12. **PACKAGING:** Unless specified by the Buyer in writing, all material will be packed as CVI deems necessary for proper protection. Additional charges may also be imposed if packaging instructions are other than standard.
13. **MINIMUM ORDER:** \$75.00.
14. **EXPORTING CLAUSE:** Certain CVI Products are subject to export control laws, regulations and orders of the United States, the European Union, and/or other countries ("Export Laws"). The Customer shall comply with such Export Laws and obtain any license, permit or authorization required to transfer, sell, export, re-export or import the Products.



The Customer will not export or re-export the Products to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United Nations, U.S. Department of Treasury, U.S. Department of Commerce or U.S. Department of State. The Customer will not use the Products in relation to nuclear, biological or chemical weapons or missile systems capable of delivering same, or in the development of any weapons of mass destruction.

CVI complies with all U.S. Customs and Exporting Laws. Export orders will be handled as expediently and promptly as possible, however unavoidable delays may occur due to governmental agencies and requirements. CVI will not be liable for order(s) that cannot be fulfilled or is delayed due to non-compliance with any U.S. Customs and Exporting laws. In an effort to expedite the exporting process please include the following required information if Product on your purchase order will be exported:

- Country of final destination
- Application
- End-user

Export shipments may also be subject to additional charges for special overseas shipping packaging, as well as additional required documentation.

15. **APPLICABLE LAW:** Purchase orders shall be governed, enforced, and interpreted in accordance with the laws of the State of North Carolina.