1. Prices: Unless Seller specifically states otherwise, all prices quoted apply only to the quantity and type of equipment specified. Any increase in the cost of or time required for the performance of any work under the order, or an equitable adjustment will be made to the price or delivery schedule, or both. Seller consents to cancellation, settlement, and will be made on the following basis: Buyer will pay to Seller, upon delivery, the full purchase price of all articles completed at the time Seller agrees to cancellation and, if Seller elects to complete any part of all of the articles scheduled for delivery within 30 calendar days from such time, the full purchase price of all such articles so completed, and Buyer will further pay to Seller a percentage of the purchase price of all other articles equivalent to the percentage of completion thereof as determined by Seller’s normal method. Any such taxes or charges will be added to the invoices as separate items, unless appropriate exemption certificates are furnished to Seller.

2. Compliance With Laws: Seller to the best of his knowledge and belief, is complying with all state and federal laws, orders and regulations applicable to the manufacture of the articles ordered.

3. Terms of Payment: Unless otherwise agreed to in writing by Seller, terms of payment shall be, subject to credit approval by Seller, Net 30 Days from date of invoice.

4. Taxes: Prices do not include any present or future federal, state or local sales, use, excise, manufacturing, processing or importation tax, or any other tax or charge that is, or may be, imposed, on the articles or the price of any such article, or any component part thereof.

5. Cancellation and Changes: Orders are subject to cancellation, complete or partial, without Seller's consent. Any reduction in quantities ordered shall constitute a partial cancellation, subject to this paragraph. If any increase in the cost of or time required for the performance of any work under the order, an equitable adjustment will be made to the price or delivery schedule, or both. Seller consents to cancellation, settlement, and will be made on the following basis: Buyer will pay to Seller, upon delivery, the full purchase price of all articles completed at the time Seller agrees to cancellation and, if Seller elects to complete any part of all of the articles scheduled for delivery within 30 calendar days from such time, the full purchase price of all such articles so completed, and Buyer will further pay to Seller a percentage of the purchase price of all other articles equivalent to the percentage of completion thereof as determined by Seller’s normal cost accounting methods. Buyer will also pay the full unamortized costs of materials, dies, tools, patterns, and fixtures, made or contracted specifically for Buyer's order. Invoices for all cancellation charges are payable promptly upon presentation. If within 60 calendar days from the presentation of such invoice Buyer notifies Seller in writing of any failure to account for the disposition of the material, etc., arising from the cancellation, Seller may sell the same, crediting Buyer for the proceeds. Buyer will also pay the reasonable costs and expenses incurred by Seller in making a settlement hereunder and in protecting property in which Buyer has an interest.

6. Defaults: If Buyer shall fail to pay promptly when due any sum owing to Seller or to perform any agreement, terms or conditions of any other order hereof or hereafter placed with Seller or if Buyer shall be adjudicated bankrupt or insolvent or shall make an assignment for the benefit of creditors or if there shall be instituted by or against Buyer any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction, or if Buyer shall employ Seller as the appointment of a receiver or trustee in respect of any of Buyer’s property and, if any such proceeding shall be instituted against Buyer, it shall not be dismissed within 20 calendar days, or if Seller shall reasonably believe that Buyer is unable to meet Buyer's debts as they mature, then, and in any such event, Seller may, in addition to exercising any or all other rights that Seller may have, require payment of cash upon delivery, and Seller may, upon written notice to Buyer at any time, terminate all Seller's obligations under any one or more of such orders. Upon termination pursuant to this clause, Buyer shall thereupon become obligated to pay the same in sum in each such order as if such order had been cancelled by Buyer with Seller's consent and settlement had been made on the basis set forth in Paragraph 4. In the event the price of any article scheduled for shipment on a due date is increased beyond 30 calendar days from the date of Seller’s quotation or, if formal quotation has not been made, from receipt of Buyer’s order, is subject to increase or decrease by Seller unless otherwise agreed to in writing.

7. Warranties: The Seller warrants all products to be free from defects in material and workmanship under normal operating conditions and proper application in accordance with the current manufacturer’s specifications for operation as specified below:

- Assembled Product (Power units, Pneumatic subassemblies, Structural framing, Hose assemblies, Electrical control enclosures, etc.) & Repaired Product (Pumps, Valves, Cylinders, Motors, etc.) - twelve (12) months after shipment date
- Vendor items – per manufacturers warranty policy. Copies of such warranties will be furnished upon request.

8. Defaults: If Buyer shall fail to pay promptly when due any sum owing to Seller or to perform any agreement, terms or conditions of any other order hereof or hereafter placed with Seller or if Buyer shall be adjudicated bankrupt or insolvent or shall make an assignment for the benefit of creditors or if there shall be instituted by or against Buyer any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction, or if Buyer shall employ Seller as the appointment of a receiver or trustee in respect of any of Buyer’s property and, if any such proceeding shall be instituted against Buyer, it shall not be dismissed within 20 calendar days, or if Seller shall reasonably believe that Buyer is unable to meet Buyer's debts as they mature, then, and in any such event, Seller may, in addition to exercising any or all other rights that Seller may have, require payment of cash upon delivery, and Seller may, upon written notice to Buyer at any time, terminate all Seller's obligations under any one or more of such orders. Upon termination pursuant to this clause, Buyer shall thereupon become obligated to pay the same in sum in each such order as if such order had been cancelled by Buyer with Seller’s consent and settlement had been made on the basis set forth in Paragraph 4. In the event the price of any article scheduled for shipment on a due date is increased beyond 30 calendar days from the date of Seller’s quotation or, if formal quotation has not been made, from receipt of Buyer’s order, is subject to increase or decrease by Seller unless otherwise agreed to in writing.

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- Vendor items – per manufacturers warranty policy. Copies of such warranties will be furnished upon request.

10. Controlling Terms: Unless otherwise specifically agreed to by Seller in writing, all of the terms and conditions hereunder shall be the sole terms and conditions governing any purchase by Buyer from Seller. No modification of or addition to or waiver of any of the terms and conditions hereof will be effective unless agreed to in writing by Seller. If any terms on any of the Buyer’s purchase orders conflict with any of the terms and conditions herein, the terms of this document shall be controlling. Any preprinted terms on the front or reverse of any Buyer’s purchase order executed in connection with any purchase by Buyer from Seller shall be of no effect.

11. Indemnity and Hold Harmless: To the fullest extent permitted by law, the Buyer agrees to indemnify, hold harmless and defend Seller, and its agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies (the “Indemnified Parties”) from and against any claims, damages, losses and expenses, including but not limited to the attorney’s fees, arising out of or resulting from the performance of the work, whether performed by the Seller’s site or not, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Buyer, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

12. Limitation of Seller’s Liability: Except as may be provided, Seller’s maximum aggregate liability for breach of any of the terms or conditions, obligations, or other provisions of this agreement will not, individually or in the aggregate, exceed one hundred (100%) of the quoted or and/or acknowledged price. Excluded from the foregoing limitation of Seller’s liability to Buyer for all consequential damages, defects in the work performed or any defects in the work pursuant to Paragraph 9 above.

13. Confidential/Proprietary Information: Buyer and Seller hereby acknowledge that each may have access to confidential/proprietary information and trade secrets of the other party hereto. Therefore, Buyer and Seller covenant that, without the prior written consent of the other party, they shall not utilize or disclose any confidential/proprietary information or trade secrets disclosed to them by the other party, except in connection with their respective obligations under this agreement. The above nondisclosure restriction shall not apply to any information that (i) can be demonstrated by competent proof that has been independently known by the recipient at the time of receipt and reduced to writing; (ii) was subsequently otherwise legally acquired by such party from a third person having an independent right to disclose the information; (iii) is now, or later becomes, publicly known without breach of this agreement by either party; or (iv) is required to be disclosed pursuant to applicable law or legal process. Further, the parties covenant that, without the prior written consent of the other party, they shall not disclose any information relating to the terms of this agreement or the Work to any person other than their agents, employees, representatives and other contractors and/or their agents, employees, representatives and/or their agents. The covenants contained herein shall survive the termination of any agreement or relationship between Buyer and Seller and the performance of the parties hereunder are in all respects (including, but not limited to, all matters of interpretation, validity, performance, breach, and the consequences of breach) to be governed by and construed in accordance with the internal, substantive laws of the Commonwealth of Pennsylvania, excluding, and without regard to, its or any other jurisdiction’s rules concerning any conflict of laws, as amended and now in effect.

14. Applicable Law: Unless otherwise provided in writing by Seller, all purchases by Buyer from Seller and the performance of the parties hereunder are in all respects (including, but not limited to, all matters of interpretation, validity, performance, breach, and the consequences of breach) to be governed by and construed in accordance with the internal, substantive laws of the Commonwealth of Pennsylvania, excluding, and without regard to, its or any other jurisdiction’s rules concerning any conflict of laws, as amended and now in effect.

15. Severability: The sections of this agreement are severable, and in the event any section or portion of the agreement shall be declared illegal or unenforceable, the remainder of the agreement shall be effective and of full force on Buyer and Seller.

16. Waiver: Seller’s failure to insist on performance of any of the terms or conditions herein or to enforce any right or privilege, or Seller’s waiver of any breach hereunder, shall not constitute a waiver of any of the terms, conditions, privileges or rights, whether of the same or similar type.

17. Entire Agreement: This document shall constitute the entire and complete agreement between Buyer and Seller with respect to all matters contained herein, and they supersede all previous drafts, inquiries, offers, correspondence and the like between the parties with respect to the subject matters hereof.