

STANDARD TERMS AND CONDITIONS

1. Entire Contract – This document, including the purchase order, any quotation or other sales related document provided by Seller (the “Agreement”) represents the entire contract between [KINETIFLO GROUP/CONTINENTAL PUMP/INTEGRITY PUMP & MOTOR] (“Seller”) and the buyer listed on the purchase order, quotation, or on the face of this document (the “Buyer”) and which may not be amended, modified or rescinded, except by written agreement signed by an authorized representative of Seller, which expressly refers to this document. The Seller hereby objects to any conflicting or additional terms or conditions contained in Buyer’s documents. This Agreement constitutes an offer and not an acceptance of any offer from Buyer. Buyer shall be deemed, at Seller’s option, to have accepted this offer within the earlier of 10 days after receipt or upon the manufacture, fabrication, provision or delivery of any goods or services contemplated or upon Buyer’s execution of this document. Seller may, at any time, correct any mathematical or clerical errors contained herein.
2. Prior Sale, Inventory - All goods sold under this Agreement (the “Goods”) are offered subject to prior sale and/or availability of current inventory and Seller shall have no liability whatsoever from a failure to provide goods because of prior sale or unavailability.
3. Prices - Unless otherwise specified herein, prices noted on the face of this document are firm for fifteen (15) days, provided, however, that if, before shipment of this order, Seller should receive increases from its manufacturers or suppliers, Seller may adjust the above price to those in effect at time of shipment without notice.
4. Delays - Whether or not due to Seller’s fault, Seller shall not be responsible for any failure or delay in delivery due to pandemics, epidemics or explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, order or action by any governmental authority or requirements of law; (e) embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns, or other industrial disturbances, fires, floods, labor trouble, breakdowns, delay of carriers, manufacturers delay, total or partial failure for any reason of sources of supply or transportation, requirements, or requests of any government or subdivision thereof, or any similar or dissimilar cause beyond the Seller’s direct control. In the event of inability of the Seller, for any cause beyond Seller’s direct control, to supply the total demands for any materials specified in this order, Seller may allocate its available supply among any or all buyers on such basis as Seller, in its sole discretion, may decide without liability for any failure to perform the contract. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY, WHETHER OR NOT FROM CAUSES BEYOND SELLER’S DIRECT CONTROL.
5. Payment and Credit – Shipment, deliveries and performance of work shall at all times be subject to the approval of the SELLER’S credit department. Invoices submitted by Seller under this order are payable at par in legal tender of the United States of America in the city designated in the remittance address, upon the payment terms and in the amounts herein set forth. Whenever reasonable grounds for insecurity arise with respect to due performance by the Buyer, Seller may demand different terms of payment from those specified on the face of this order and may demand satisfactory security for the performance of Buyer obligations. Seller may, upon making such demand, suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate security for due performance, Seller may, at its option, treat such failure or refusal as a repudiation of any portion of order which has not been fully performed. AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, BUYER SHALL BE OBLIGATED TO PAY ON ALL ACCOUNTS NOT PAID ON THE DUE DATE THEREOF THE LOWER OF (I) 1-1/2% PER MONTH ON THE OUTSTANDING ACCOUNT BALANCE OR (II) THE HIGHEST RATE PERMITTED BY LAW TOGETHER WITH ALL ATTORNEYS’ FEES INCURRED BY SELLER IN CONNECTION WITH THE COLLECTION OF ANY DELINQUENT ACCOUNTS. Buyer agrees that notwithstanding any endorsements or legend appearing on Buyer’s checks, drafts or other orders for payment of money, they do not, solely because of such endorsement of legend or otherwise, constitute payment in full or settlement of the account. No failure of the Seller to exercise any right, accruing from any default of the Buyer, shall impair Seller’s right in case of that or any subsequent default of the Buyer. Failure of on time payment can void factory warranty.
6. Standard , Tolerance – Except in particulars specified by the Buyer expressly agreed to in a writing signed by Seller, the Goods furnished hereunder are produced in accordance with standard manufacturing practices at the country of origin. All materials are subject to manufacturing tolerances and variations, consistent with normal manufacturing practice with respect to dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions and in quality to deviations in tolerances and variations consistent with practical testing and Seller is not responsible for any deterioration in quality which may result from processing, operations or use by the Buyer.
7. Changes – This Agreement or any order may not be canceled or changed except with Seller’s written consent and upon terms that will indemnify the Seller against all loss. Postponement of delivery will not be made without Seller’s approval first being obtained. Seller assumes no responsibility for any changes in specifications unless such changes are accepted in writing by Seller. Any price increases resulting from such changes shall become effective immediately upon the acceptance of such changes.
8. Termination - In addition to any remedies that may be provided under these Terms, Seller may terminate this

Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

9. Delivery; Discounts - Delivery terms are as stated on the face of this document. Unless indicated otherwise on the face of the document, all shipments are made F.O.B. Shipping Point. Freight will be allowed on delivered prices only to the extent set forth on the face of the invoice. Cash discounts provided for in this order shall apply only to the discount value as indicated on the face of the invoice. In the case of pick up by the Buyer, Buyer's truck is the destination, and Seller will not deliver or bear any cost of shipment or transportation or make any allowance with respect thereto. Seller will in no event be responsible for spotting, switching, drayage or other local charges in destination.
10. Inspection; Waiver - Where Buyer is to inspect, inspection and acceptance must be made within ten days of receipt or any Goods. Any and all claims relating to this transaction which Buyer may have against Seller must be filed in a court or competent jurisdiction within 1 year after delivery or shall be forever barred and waived.
11. Warranty and Limitation of Remedies - The Goods manufactured by Seller is warranted to be free of defects in material and workmanship for one (1) year after the product is first put into operation or eighteen (18) months after the date of shipment, whichever is less, when the Good is in the hands of the original owner and the Good has been used properly for the purpose which sold; and provided that Seller shall be notified within thirty (30) days from the earliest date on which an alleged defect could have been discovered, and further that the defective Good(s) or part(s) shall be returned to the Seller, freight prepaid by such user, at Seller's request. No material will be accepted at Seller's plant without a Return Material Authorization (RMA) number first obtained from Seller. All material returned must be clearly marked with such RMA number. Unless expressly stated otherwise, warranties in the nature of performance specifications furnished in addition to the foregoing on a product, if any, are based on laboratory test corrected for field performance. Due to inaccuracies of field-testing, if any conflict arises between the results of field testing conducted by or for the user, and laboratory tests corrected for field performance, the latter shall control. No equipment shall be furnished on the basis of acceptance by results of field testing. Upon receipt of definite shipping instructions from Seller, Buyer shall return all defective Goods to Seller after inspection by Seller. The Goods returned must be returned in the same conditions as when received by the Buyer. Defective Goods so returned shall be replaced or repaired by the Seller without an additional charge or, in lieu of such replacement or repair, Seller may, at its option, refund the purchase price applicable

to such defective goods. Seller agrees to pay return transportation charges not exceeding those which would apply from the original destination on all defective Goods. However, Seller shall not be liable for such charges when the Goods are not defective, and Buyer shall be liable for such charges. Seller shall also not be liable for product failures that are determined to be, at seller's sole discretion, the result of normal wear, incorrect product application or sizing, or modifications to the product not approved by the Seller. SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR ANY USE OF THE GOOD SOLD HEREUNDER SHALL BE LIMITED SOLELY TO REPLACEMENT OR REPAIR, OR AT SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE APPLICABLE TO DEFECTIVE GOODS OR SERVICES. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL HAVE NO LIABILITY ARISING FROM DESIGN FURNISHED BY OTHERS OR FROM ENGINEER'S OR ARCHITECT'S ERRORS OR OMISSION.

12. Confidentiality - All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
13. Taxes, Duties and Tariffs - All prices for the goods sold hereunder and exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, tariffs and charges of any kind imposed by any governmental authority on any amounts payable by Buyer or charged in relation to the Goods. Buyer shall be liable for all taxes, duties and other similar charges of any sort now or hereafter imposed by any federal, state, municipality or other government agency that may be levied against this transaction. Buyer also acknowledges and agrees to be responsible for all tariff charges related to the Goods charged by the United States or any other governmental authority.

14. Source of Materials - Unless otherwise expressly agreed to in a writing signed by Seller, Seller has the right to obtain material from any source at its discretion.
15. Delivery Date - The scheduled delivery dates shall be, not be earlier than a time reasonably convenient to Seller after, if applicable, final drawing approval. All delivery dates provided are merely estimates and do not constitute a promise to deliver any goods by such date.
16. Intellectual Property – Except for any intellectual property specifically provided by Buyer and agreed upon in writing by the parties, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Goods, documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of Seller shall be owned exclusively by Seller. Seller hereby grants Buyer a license to use in all Intellectual Property Rights in the Goods free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis, solely to the extent necessary to enable Buyer to make reasonable use of the Goods.
17. Patents - If any Goods shall be sold by Seller to meet Buyer's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent and to defend any suits or action which may be brought against Seller for any alleged infringement because of the sale of any such material.
18. Waivers - No waivers by the Seller of any breach of any provisions hereof shall constitute a waiver of any other breach of such provision. Seller's failure to object to provisions contained in any communication from the Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this document.
19. Timing of Billing to Buyer - Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.
20. Storage of Material for Buyer - If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 14 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.
21. Material Reservation - Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgment acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.
22. Cancellation Charges - Purchase orders accepted and acknowledged by the Seller may NOT be cancelled by the Buyer except with the prior written consent of Seller. A reasonable cancellation charge that compensates Seller for all costs incurred in entering, processing and preparing to perform an order will be assessed on the approved cancellation. On standard catalog items cancellation charges will be 25% of net price, \$50.00 net minimum, or actual costs incurred, whichever is greater. Cancellations are not allowed on orders with lead times of one week or less or for special products and non-inventory items.
23. Minimum Order Amount - A minimum order of \$25.00 net by Buyer must be made for shipments to any one address.
24. Credit Card Processing Fee - Credit card payments are allowed after the net 30 term but a 4% convenience fee will be added to all past due invoices outstanding to get the account current.
25. Returned Goods – (a) No Goods may be returned to the factory for credit without the Seller's prior written authorization. To receive an RMA the original purchase order number and date must be provided. Boxes must contain the shippers name, address and authorized RGA number. Packages without this information will be refused and returned to the shipper/Buyer.
26. Handling Charges – For "Continental Pump" Branded Products Only: Depending on what is necessary to safely and efficiently package Buyer's Goods, all invoices will include a minimum handling charge of \$10.00 per box, \$15.00 per pallet or \$20.00 per crate for standard shipping. If custom packaging and crates are requested the price of such will be furthered onto the purchaser.
27. General - Any Purchaser document which contains terms in addition to or inconsistent with the terms stated herein or a rejection of any term stated herein shall be deemed to be a counteroffer to Seller and shall not be binding upon Seller unless specifically accepted in writing by a duly authorized representative of Seller. This clause shall constitute a continuing objection to any such items not specifically accepted by Seller. All questions relating to the formation of or performance under the contract based hereon shall be determined in accordance with the laws of the State of Florida in the United States of America, excluding the application of its conflict of law provisions. The parties stipulate that the state and federal courts of Duval County, Missouri, or any other court in which Seller initiates proceedings, have exclusive jurisdiction over all matters arising out of this agreement. In the event of any dispute or difference arising out of or relating to an International Agreement or the breach thereof, the parties hereto first shall use their best endeavors to settle such disputes or differences. To this effect, the parties shall consult and negotiate with each other, in good faith and understanding of their mutual interest, to reach a just and equitable solution satisfactory to both parties. The

Purchaser warrants and represents that only persons with authority to execute the documents related to this agreement will sign on behalf of the Purchaser and the electronic orders will be placed only by persons so authorized by the Purchaser and shall be binding on the Purchaser upon acceptance by the Seller with or without handwritten signature of Purchaser. IN ANY LITIGATION, ARBITRATION, OR OTHER PROCEEDING IN WHICH SELLER PREVAILS IN SEEKING TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR BOTH) OR IN REMEDYING PURCHASER'S BREACH OF THIS AGREEMENT, SELLER SHALL BE AWARDED ITS REASONABLE ATTORNEY FEES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO COURT FEES, COURT REPORTER FEES AND EXPERT FEES

[KINETIFLO GROUP/CONTINENTAL PUMP/INTEGRITY PUMP
& MOTOR]

BY: _____

_____ Date

PURCHASER

Date

BY: _____

TITLE

Purchase Order Number _____

Quotation Number _____