

ADVANCED SEALING INTERNATIONAL
Terms and Conditions of Sale

PRICE: The price shall be finalized by the Seller's faxed order confirmation. Any disparity that the Buyer finds in the price must be corrected within a reasonable time period and prior to shipment of the goods.

DELAYS: Seller shall not be liable for any delay in delivery or failure to deliver caused for any reason in whole or in part beyond the Seller's control including, but not limited to, production schedules of Seller's suppliers, unavailability of materials, labor disturbances, acts of God, or transporting difficulties.

RETURNS: Any returns must be authorized by the Seller and assigned a Returned Goods Authorization (RGA) number. All approved returns that occur because of stocking errors on the part of the Buyer are subject to a restocking fee to be determined by the Seller.

SUSPENSION OF PERFORMANCE: Buyer acknowledges that Seller reserves the right to withhold shipment of any order when in Seller's judgment reasonable doubt exists as to Buyer's financial responsibility or if Buyer's account is in arrears. Buyer must satisfy Seller with payment or assurance of payment before Seller will release the suspended orders.

PAYMENTS: If Seller extends credit, all invoices shall be due and payable within thirty (30) days from the invoice date. Extension of credit may be changed or withdrawn at any time. Buyer shall bear and promptly pay to Seller any and all costs or expenses incurred by Seller in enforcing any of Seller's rights to receive or collect any amounts owed, including legal fees, costs or expenses. Payments are to be made in U.S. dollars.

DISCOUNT: Seller will allow a 2% discount for a payment made on goods within 10 days of the invoice date (2/10 Net 30) under most circumstances. The allowance of the discount can be revoked at Seller's discretion for any abuse of the privilege perceived by the Seller.

DELIVERY: The goods shall be sold and delivered F.O.B. Seller's factory; either "freight collect" or pre-paid and added to Buyer's invoice. As a courtesy to the Buyer, Seller will ship the order either via UPS or via a method specified by the Buyer; or Seller will make the goods available for pick-up.

RISK OF LOSS: Buyer agrees to assume all risk for loss or damage to the goods from the time they are delivered to a carrier at the Seller's facility; or, after adequately informing Buyer of their availability, at the time that completed goods are placed on the dock for pick-up, if this method is the standard method of tender between Buyer and Seller. Insurance will be included on all shipments at Buyer's expense. Buyer may waive insurance by providing ASI a written statement declining insurance and assuming full responsibility for all loss or damage to goods.

TOLERANCES AND VARIANCES: The Goods shall be subject to tolerances and variations consistent with usual industry practices or with Seller's current catalogs.

WARRANTY: The Seller's warranty is and continues to be the following: "If our seal fails due to defective materials or poor workmanship, we will repair or replace the seal at no cost to the customer. Because of the many variables associated with seal application and installation, no mechanical seal manufacturer provides an unconditional warranty on the performance of a mechanical seal."

CLAIMS: If any of the goods received by Buyer are nonconforming, damaged, visibly defective, or if the quantities received by Buyer do not agree with the quantities indicated on the shipping documents, and if the Buyer intends to assert any claim against the Seller on this account, Buyer shall within 90 days after receipt of such goods furnish the Seller with detailed information of such damage, non-conformance, defect, or shortage. Buyer's failure to inform Seller of nonconformities within this 90-day period shall be construed as Buyer's acceptance of the goods.

CONFIDENTIALITY: Buyer will keep confidential all information, drawings, specifications or data furnished by Seller and shall not divulge any information, drawings, specifications, or data for the benefit of any third person or entity.

CANCELLATION: This contract is binding between Buyer and Seller unless cancelled or modified only by written agreement between the parties. Any cancellation made by the Buyer of an order in process is subject to a cancellation fee, to be determined by the Seller. The Buyer's failure to furnish specifications when required may be treated by Seller as a breach of contract by Buyer, and Seller may cancel any unshipped balance without prejudice to any other remedies Seller may have.

MERGER: The terms set forth herein constitute the sole terms and conditions upon which Seller offers the goods for sale. No other terms, condition, or understanding, whether oral or written, shall be binding upon Seller, unless hereafter made in writing and signed by Seller's authorized representative. Seller hereby specifically objects to any different or additional terms that may be contained in Buyer's request for quotation, purchase order or any other offer or counter-offer.