



TERMS AND CONDITIONS OF SALE

CONTROLLING PROVISIONS: These terms and conditions shall control with respect to any purchase order or sale of Control Devices LLC products.

No alteration, modification or waiver of these terms and conditions whether on Customer's purchase order or otherwise shall be valid unless the alteration, modification or waiver is specifically accepted in writing by an authorized representative of Control Devices LLC. Prices, Designs and Terms and Conditions of Sale are subject to change without notice. Prices shown are in US \$

TERMS OF PAYMENT: Net (30) days for USA customers only. For overseas, please prepay. Maximum legal interest rate charged thereafter. **MINIMUM INVOICE CHARGES:** A handling fee of \$20 will apply to all orders under \$100 net.

SHIPPING TERMS: F.O.B. our factory in Sunrise, Florida 33326, USA. Shipments beyond the borders of the United States are prepaid and chargeable or collectible to the final destination. The most economical routing to recognized delivery points will be used, at our discretion. For special routing, please state it on PO. **If goods are shipped freight collect, they will be shipped as F.O.B. Origin.**

Orders are accepted subject to approval of our Credit Department and contingent upon acts of God, war, civil disturbance, strikes, labor difficulties, delays of carriers, inability to obtain materials, accidents or any other cause beyond our control. Control Devices LLC will endeavor to ship by the scheduled date, but reserves the right to ship within a reasonable period.

Under no circumstances shall Control Devices LLC be liable for damages of any kind, including but not limited to incidental or consequential damages for lost profits or lost sales or liquidated damages, directly or indirectly arising from delays or failure to meet shipping dates.

Orders, when accepted, cannot be countermanded without our written consent. No material will be taken back without our written consent. **Orders for non-standard (i.e. non-cancellable and/or non-returnable) material may not be canceled or returned for credit. Credit for standard items, if returned within 90 days may be given with a 20% restocking fee. We reserve the right to change designation of products from standard to non-standard & vice versa. This may be done at any time without notice, and without incurring obligation. For further information, please contact us.**

All material is carefully examined, counted and packed by experienced employees. Claims for corrections must be made within ten days of receipt of goods. We prove our count by weight. Claims for shortages are subject to that test. Our responsibility ceases when goods are delivered to carrier in good condition and its receipt obtained. Carriers are responsible for goods lost, damaged or delayed in transit. For your own protection, please have Transportation Company's agent verify damages, shortages or delays and note them on freight bill over his signature.

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, Control Devices LLC shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The costs shall include costs taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

This agreement is governed by the laws of the State of Missouri, without regard to its conflict of laws rules. Purchaser hereby irrevocably agree and submit to the exclusive jurisdiction of the Circuit Court, Eastern District Court of Missouri in the event any action or proceeding is commenced by either party arising from, related to or in connection with this Agreement. This acceptance is expressly conditioned on buyer's assent to any different or additional terms contained in his acknowledgment of terms & conditions.

WEIGHTS: All weights are approximate and subject to change without notice. **MATERIALS:** Hose Coupling Assembly body material is Stainless Steel 316, except as noted specifically on certain products. Control Devices LLC maintains a continual policy of product improvement and, therefore, reserves the right to change product specifications, designs, and standard equipment without notice and without incurring obligation.

WARRANTY

We warrant all products to be free from defects in materials and workmanship under normal conditions of use and service. Our obligation under this warranty is limited to repairing or replacing at our option at our factory any product which shall within one year after delivery to original buyer be returned with transportation charges prepaid, and which our examination shall show to our satisfaction to have been defective. Each application is unique and our couplings may not be suitable for all applications. We strongly recommend that the customer first tryout a set of our couplings for his application. Customer assumes full responsibility for the selection of our couplings and/or materials for his application.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO HIM. CONTROL DEVICES LLC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY WITH THE SALE OF SUCH PRODUCTS.

This warranty shall not apply to any product which has been subject to misuse, negligence or accident, which has been repaired or altered in any manner outside of Control Devices LLC factory or which has been used in a manner contrary to Control Devices LLC instructions or recommendations. Control Devices LLC shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives.