

**STANDARD CONDITIONS OF SALES AND DELIVERY****CONTRACTS**

Contracts and Agreements only become valid through our written acknowledgment.

**PRICE**

Our prices are Ex Works(EXW) Skippack/USA unless specifically stated otherwise. If the price is excluding packing, packing will be charged at cost and not be taken back. Our prices are firm for a period of 60 days after they day of quotation. Once an order has been acknowledged, the price remains firm for the duration of the order unless "force majeure" has been declared in which case we reserve the right to renegotiate our prices.

**DELIVERY**

The delivery period begins after clarification of all technical and commercial queries. The delivery period is calculated to allow delivery dates to be kept as accurate as possible allowing for a smooth flow of the manufacturing process. A disturbance in the manufacturing process in our works or those of our suppliers, such as unavailability of raw material and energy, strikes, lockouts and other "force Majeure" will delay delivery in accordance with the length of the disturbance. Compensation cannot be considered for delays.

**INSPECTION**

The goods are inspected before shipping in accordance with our standard procedures (pressure and functions testing). Other tests and inspections by the customer or his representative can be carried out by prior agreement.

**GUARANTEE**

The goods are guaranteed against defects in workmanship for a period of 18 months from ship date or 12 months after start up whichever comes first. All defects must be made known to us without delay. Essential to the warranty is that all design and operating parameters are made known to Fetterolf at the time of the order and the goods are not altered in any way after delivery without Fetterolf's written permission. Defective parts will be replaced free of charge. No other warranty can be considered. In particular Fetterolf declines to accept all responsibilities for direct or indirect damages.

**SPECIAL GOODS**

Fetterolf Corporation accepts orders for special goods not included in regular stock with the distinct understanding that they are not subject to cancellation without incurring costs after work has been started on such orders.

**SHIPMENT**

Shipment is always at the receivers risk even when free on site delivery has been agreed upon. If no instructions are given to the mode of transport and freight agent, we will chose one by our best efforts without guarantee of the cheapest possible mode.

**CONDITIONS OF PAYMENT**

Unless otherwise agreed, payment is requested as net 30 days after date of invoice. Delays in payment will incur an interest charge.

**TAXES**

Any tax, including among others. Sales, Use and Excise Taxes, imposed by any present or future law on the sale or use of articles covered hereby; and also, any tax levied on the privilege of making such sales or doing the business involved in this transaction, shall be added to the amount to be paid hereunder.

**OWNERSHIP and RETURNS**

The goods remain our property until they are fully paid. No goods shall be returned or credited without the consent of the Fetterolf Corporation.

**DISPUTES**

Disputes shall be interpreted according to the laws of the United States of America and will be settled before the courts in the State of Pennsylvania.

**GENERAL CONDITIONS**

Performance and deliveries under all contracts are contingent upon government regulations and rulings for priorities and other restrictions now or hereafter imposed upon the vendor and/or the vendee. The Fetterolf Corporation shall not be liable for delays caused by strikes, delays of carriers, accidents or other causes beyond its control.

Seller hereby gives written assurance with respect to the production of articles and/or the amended and the regulations therewith the Seller believes that goods manufactured by others and sold and delivered by Seller have been similarly produced. We certify that to the best of our knowledge, information and belief the prices herein do not exceed any maximum price permissible under any prevailing and applicable law or regulation.