

**Aerofin  
4621 Murray Place  
Lynchburg, VA 24502**

**Standard Terms and Conditions of Sale**

The following are the Standard Terms and Conditions of Sale of the Aerofin Division of Air & Liquid Systems Corporation ("Seller").

1. **ACCEPTANCE.** No order or contract shall be binding upon Seller until accepted and acknowledged. Sales representatives are not authorized to bind Seller. Typographical errors are not binding. Captions, wherever used are for convenience in identifying terms and are neither made terms of this contract nor binding on any party to it.
2. **DELAYS - FORCE MAJEURE.** Seller shall not be held responsible for any loss, delay or damage caused by its inability to secure material or by fire, strikes, lockouts, accidents, Government acts or requirements, embargoes, insurrections or riot, or by any cause beyond the reasonable control of ourselves or our suppliers.
3. **CANCELLATIONS.** An order cancelled prior to shipment will be subject to cancellation charges.
4. **TAXES.** To the prices quoted there shall be added any applicable excise, sales, use or comparable tax payable by us under any effective law, Federal, State or Municipal.
5. **PATENTS AND TITLE.** Seller warrants that the goods shall be free of the rightful claim of any third person by way of patent infringement or the like and Seller will hold Buyer harmless against such claim, but, if Buyer furnishes the specifications then Buyer shall hold Seller harmless against any such claim which arises out of compliance with the specifications. Shipments are FOB shipping point.
6. **NON-CONFORMANCE.** Seller will replace at the original point of delivery material which upon inspection before installation is found defective or not in conformity with the applicable specifications, provided that notice has been given promptly of such defect or non-conformity and Seller is given a reasonable opportunity to inspect the same; but no claim shall be allowed by the Seller for the cost of any labor expended on such material, or for any separate, special, indirect or consequential damage to any one. If Buyer does not give such notice the equipment shall be deemed to be in all respects in accordance with the contract.
7. **LIMITATION OF DAMAGES.** Seller shall not be liable for any special, indirect, incidental, or consequential damages. The remedies of Buyer set forth herein are exclusive, and the liability of Seller with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or technical direction of installation, repair or use of any equipment covered by or furnished under this contract whether in contract, in tort, or otherwise, shall not exceed the price of the equipment or part on which such liability is based.
8. **ATOMIC ENERGY ACT.** If the material is to be used in connection with a facility for which any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment thereto, or any similar act or legislation enacted by a foreign government, the following clause shall apply: Neither Seller nor its suppliers shall have any liability for any nuclear damage to any property located at the site and the purchaser will cause the owner-licensee to indemnify Seller and its suppliers against any liability for any such nuclear damage. As used site means the area identified as the location in the nuclear liability insurance policy or in the governmental indemnity agreement issued to the owner-licensee pursuant to the acts and applicable regulations thereunder. Liability means liability of any kind at any time whether in contract or in tort including negligence. Nuclear damage means loss, damage or loss of use attributable in whole or in part directly or indirectly to a nuclear incident and supplier means any vendor, subcontractor other person regardless of tier who furnishes equipment, material or services in connection with the work. At the Seller's request the owner-licensee will furnish any supplier with a statement of the protections available to it. This provision will not affect the Seller's obligation under the warranty provisions.
9. **WARRANTY.** Seller warrants for a period not in excess of 12 months from date of shipment the design, construction and materials of its products to be (first-class, and) free from defects in materials and workmanship when properly installed and operated, at pressures and temperatures not exceeding those specified. Seller's sole obligation under this warranty is limited to repairing or furnishing (replacement thereof), without charge, f.o.b. Seller's factory, any defective part. Seller will not be responsible for damages of any nature, resulting from the above stated Warranty or from any defect in its products, either in material, design, or construction, or arising from the use of such products. Seller does not guarantee against abrasion, corrosion or erosion.

THE ABOVE STATED WARRANTY, WHICH IS GIVEN EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING FITNESS FOR PARTICULAR PURPOSE, CONSTITUTES THE ONLY WARRANTY MADE BY SELLER.

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