

Terms and Conditions

General

As used herein and in any clauses incorporated herein by reference: "Buyer" means any unit of Fluid Conditioning Products, Inc., issuing, as the purchasing party, the purchase order incorporating these Terms: "Contract" and "purchase order" are synonymous; "Supplies," except where otherwise indicated, includes any services ordered under the contract; "Seller and Contractor" mean the party to whom the contract is issued and who agrees to furnish the supplies or services as supplier; "Government" means the United States of America.

For the resolution of any conflict or inconsistency the following order of precedence, set forth in descending order of authority, will govern: the provisions typed or stamped on this contract; the printed provisions of the contract; and the provisions of any Specification or other documents referred to or incorporated into this contract.

1. This order is not binding until accepted. Acceptance of this order is required. No changes are to be made in terms and conditions, or prices and deliveries without the Buyer's written authority. No agreement or other understanding in any way modifying the conditions of the contract resulting from the acceptance purchase order will be binding upon the Buyer unless made in writing and signed by the Buyer's authorized representative.
2. Acknowledge receipt promptly, giving definite date of delivery. In acknowledging this order Seller agrees to make deliveries as specified on the face of this order.
3. Any acknowledgements which take exception to the terms as specified on the face of this order, will not be considered as binding upon the Buyer unless such changes are agreed to by the Buyer in writing.
4. All information in regards to part number and order numbers must be shown on invoice containers and packing slips as requested on face of order.
5. Buyer reserves the right to cancel this order or any portion thereof if not filled in accordance with delivery promised or delivery specified on order.
6. Payment for material on this order shall not constitute an acceptance thereof, but all material shall be received subject to Buyer's inspection and rejection. Defective material or material not in accordance with Buyer's specifications will be held for Sellers instruction and at his risk. No goods returned as defective are to be replaced without an order.
7. This order must not be filled at higher prices than set forth on the face of the order, or in the absence of a price, at a higher than previously quoted or charged, unless written permission is received from the buyer.
8. Over shipments against this order will be returned and billed back at selling prices.
9. No charges for crating, boxing, bagging, packing, drayage or storage will be all allowed unless specified on the face of the order.
10. Seller agrees on materials that prove defective to credit buyer with incoming transportation charges if material was shipped F.O.B. Seller's plant: and also to assume and pay transportation charges covering the return of the material to Seller.

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11. Buyer reserves the right to place an inspector or inspectors in Seller's plant at Buyer's own expense, who shall be permitted to inspect before shipment or during the process of manufacture any of said parts against this order but approval of said inspector or inspectors shall not be deemed to be in any respect an acceptance by Buyer nor a waiver by it of any guaranty or warranty implied or set forth on the face of the order.
12. Buyer reserves the right to make repairs on defective material and to charge Seller with a Buyer's actual cost of making repairs when Seller is behind in deliveries, or when repairs can be made by Buyer at less cost than by returning material to Seller.
13. When Buyer calls for sample for inspection it does so simply to assist Seller, and even though Buyer approves the sample, the Seller will still be held responsible if the parts are not exactly to the blue print.
14. In the event Buyer finds it necessary to cancel this order, Buyer is not under any circumstances to be charged more than the above stated price for all articles then delivered plus the Seller's actual costs with respect to the uncompleted portion of the contract (including any sum or sums paid or payable by the Seller to settle or discharge obligations assumed pursuant to this purchase order) and upon payment of such sums, all material in process as well as all finished articles shall be the property of the Buyer. In cases herein specified Buyer may cancel any part of all of this order at any time before shipment without obligation to the Seller.
15. By accepting this order, the Seller guarantees that the articles described herein and the sale or use of them will not infringe any United States or foreign Letters, Patent, and the Seller agrees to defend, protect and save harmless the Buyer, its subsidiary or affiliated companies, its successor, assigns, customers, and users of its products, against all suits of law or equity, and from all damages, claims and demands: and all litigation expenses for actual or alleged infringement of any Patent of Trademark by reason of the sale or use of any of the articles hereby ordered, or by reason of the fact that the sale or use of any of the said articles as enjoined.
16. If said articles are protected or claimed to be protected by one or more Patents owned or controlled by Seller and a decree or judgment be entered in a court of competent jurisdiction holding any such patent or its claims invalid or so limited to scope as to impair its protection commercially, the contract resulting from the acceptance of this order may forthwith be cancelled by the Buyer, without further obligation to the Seller.
17. Unless otherwise herein agreed, die equipment; tools, jigs, fixtures and patterns used in the manufacture of said articles shall be furnished by and at the expense of the Seller. Said dies, tools, and patterns shall be kept in good conditions, and from time to time when necessary shall be replaced by Seller without expense to buyer. However, the Buyer has the option at any time to reimburse the Seller for the whole or any part of the said dies, tools and patterns and replacement, and become the owner and entitled to the possession of same. All changes in said dies, tools and patterns, due to the Buyer's change of design or specifications shall be paid for by the buyer. All die equipment, tools, jugs, fixtures, and patterns paid for by Buyer and necessary to product materials or articles purchased are subject to removal from Seller's plant on Buyer's written notice.
18. Deliveries and acceptance of material against this order shall be subject to strikes, fires, delays in carriers or other conditions beyond the control of either Seller or Buyer, and the Buyer shall have the right to cancel this order or any part thereof if the Buyer is unable to make use of the material on account of the acts of God, or of the public enemy, labor difficulties, acts or demand of any person or agency exercising governmental authority, or other causes beyond the Buyer's control.

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19. If any of the articles furnished under this order are composed of more than one part, Seller is to furnish Buyer such quantities of the component parts as Buyer may order at prices in proportion to the prices specified for the complete assembly. The agreement to cover parts ordered after the completion of as well as during the life of this order.
20. Where material is made to blue prints furnished by Buyer, the design shall be considered to be Buyer's and Seller will not furnish to anyone else the same article or parts thereof without Buyer's written permission.
21. Seller agrees to service all parts after completion of Buyer's orders for any part.
22. The Seller shall upon Buyer's request suspend shipment and delivery of materials or equipment and all work and operation hereunder for such period as Buyer may request.
23. Seller hereby agrees to indemnify and hold Buyer harmless against any and all loss Buyer may at any time sustain by reason of defective or alleged defective material and faulty workmanship or design in the parts or material supplied or to be supplied under this purchase order, and Seller agrees to indemnify and protect the Buyer against all liabilities, claims or demand for injuries or damages to any person or property growing out of the performance of this contract.
24. In the event of any proceedings, by or against either party, voluntary, in bankruptcy or insolvency or for the appointment of a Receiver of Trustee or an assignee for the benefit of creditors, of the property of either party, or in the event of the breach of any of the terms thereof, including the warranties of the Seller, the other party may be entitled to cancel the contract resulting from the acceptance of this purchase order forthwith.
25. The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any breach, or of such provision.
26. The buyer reserves the right to make such changes in specifications and designs as may be necessary or desirable after the order is signed. Any difference in contract price resulting from such changes shall be agreed upon in writing before work is begun on same.
27. The Seller agrees is has and will comply fully with the requirements of Section 13 of the Fairs Labor Standards Act in connection with the production of the articles or the performance of the services specified herein. All invoices must carry the following certificate:
28. The Seller agrees that the performance of work under this purchase order will conform with the provisions of Executive Order 11246 unless this purchase under is exempt under Section 202 of the rules and regulations issued order the same Executive Order 11246. "Seller represents and certifies that production of the articles and performance of the services covered by this invoice were all done in full compliance with the requirements of Section 13 of the Fair Labor Standard Act of 1938 as amended."
29. The Seller agrees to work to the requirements set forth in AL-13-047, General Requirements for All External Suppliers.
30. The Seller agrees to work to the requirements set forth in any Special Provisions incorporated by inclusion on the Purchase Order. Special Provision requirements are set forth in AL-13-07, Special Provisions of FCP Purchase Orders.