

Terms & Conditions of Sale

TEIKOKU USA INC., HEREAFTER SHALL BE REFERRED TO AS TEIKOKU.

1. **TERMS** Payable in United States currency. Net cash 30 days, F.O.B. factory. Payable at the remit to address designated on the invoice. Prices are subject to change without notice. In the event of default of payment when due of any indebtedness created by acceptance of invoiced material, the Seller (Teikoku) shall be entitled to interest on any such indebtedness from the date due at the highest legal rate plus reasonable attorney's fees should an attorney be employed to collect any such indebtedness after default.

2. **ORDERS** All orders subject to acceptance by authorized personnel at Teikoku. (Location accepting order.)

3. **QUOTATIONS** All quotations subject to approval by authorized personnel at Teikoku, Warminster, Pa, Houston, TX or Belmont, WV. This proposal, and the prices and other specifications quoted herein, shall remain firm for a period of thirty days from date, unless otherwise specified in writing by Teikoku.

4. **SHIPMENTS** The shipment date quoted is subject to the following: (1) Prior sale of stock items. (2) Other procurement based on shipping schedule at time of acceptance of an order. (3) All Government regulations and directives that may be imposed or which apply during term of contract.

The performance of contract is contingent upon accidents, fires, strikes, and other causes beyond the control of Teikoku.

Material is subject to shipment in whole or in part at the option of Teikoku and each such shipment is subject to immediate invoicing.

Delivery of material to the common carrier shall constitute delivery thereof to Buyer and, thereafter, material shall be at Buyer's risk. Claims for damage to or loss of material in transit shall be filed by Buyer direct with carrier.

Delivery dates are estimated as closely as possible. Teikoku will use its best efforts to make delivery within the time specified, but in any event, Teikoku will not be liable for damages of any kind, liquidated or unliquidated, on account of failure to meet delivery dates. All errors, clerical or otherwise are subject to correction.

All claims for shortages or inaccurate filling of orders shall be made in writing within ten (10) days after Buyer's receipt of material.

5. **WARRANTY** The following warranty, which is not a consumer warranty, is made in lieu of any and all implied or express warranties including, without limitation, implied warranties of merchantability and fitness for a particular purpose and no other warranty is made or authorized to be made.

Service under this warranty is the responsibility of the installing dealer or contractor. In the event service is required, the Buyer should request such service directly from the installing dealer or contractor. If for any reason the installing dealer or contractor is unknown or cannot be located, the Buyer should write Chempump for the name and address of the nearest dealer or contractor.

If within two (2) years following date of delivery, any material supplied by Teikoku hereunder proves defective or fails to meet the agreed specifications, Buyer shall not return it unless requested to do so, but shall immediately notify the installing dealer or contractor, stating full particulars in support of his claim and if faulty workmanship or material is involved, or if material fails to meet the agreed specifications, Teikoku will adjust the matter fairly and promptly. Under no circumstances shall Teikoku be obligated to allow claims for subsequent or consequential damages or for any labor or expense incurred by reason of the use or sale of any material which is defective or fails to meet the agreed specifications. The sole measure of damages shall be the price received therefore by Teikoku.

Defects shall not include decomposition or wear caused

by chemical action. The component materials set forth in a proposal and/or the specifications of an order, are recommended by Teikoku for the particular application, but such recommendations shall not be construed as a warranty against wear and/or corrosion; and, such recommendations are subject in all cases to verifications and acceptance by Purchaser. Warranty on equipment and accessories furnished by outside manufacturers shall be limited to the warranty of the respective equipment and/or accessory manufacturer for such units.

No warranty shall apply to any product which is modified or changed in design or function after leaving the Teikoku factory.

6. PATENT PROTECTION Teikoku will, at its own expense, defend any suits that may be instituted against the buyer for alleged infringement of United States and Japanese patents relating solely to specific devices of Teikoku's manufacture listed herein, provided such alleged infringement shall consist only in the use of such specific device itself and not as a part of any combination of other devices and/or parts, and provided the Buyer gives Teikoku immediate notice in writing of any such suit and permits Teikoku, through its counsel, to answer the charge of alleged infringement and to defend such suit, and provided Buyer gives all needed information, assistance, and authority to enable Teikoku to do so and thereupon in case of a final award of damages in any suit, Teikoku will pay such award but shall not be responsible for any compromise made without its written consent.

7. TAXES Purchaser agrees to bear all taxes of any kind now or hereafter imposed on this contract or upon the manufacture, sale, lease, shipment, ownership, possession or use of the items covered by the proposal.

8. CANCELLATION All orders upon acceptance by Teikoku, and Purchaser shall not be subject to cancellation and revisions or changes therein shall be made only upon the written acceptance thereof by Teikoku which may be granted, withheld, or conditioned upon payment of a cancellation charge at Teikoku's sole discretion.

9. RETURN MATERIAL Buyer shall not return any material delivered by Teikoku without prior authorization from Teikoku.

10. ILLUSTRATIONS Catalog illustrations are actual representation of a certain size of each line of products but do not necessarily represent all sizes in all details. The designs shown are subject to change without notice.

11. EFFECT OF TERMS AND CONDITIONS The terms

and conditions herein contained shall apply to any order or direction received from Buyer and no provision in any such order or direction from Buyer in any way modifying or changing said terms and conditions shall be binding upon Teikoku. No modification shall be effected by Teikoku's shipment of goods following receipt of Buyer's order or request for shipment which may contain revisions contrary to the terms and conditions herein contained.

12. WAIVER Waiver by Teikoku of any breach of these provisions shall not be construed as a waiver of any other breach.

13. MINIMUM CHARGE An order for items for which invoice prices aggregate less than \$50.00 net will be billed at \$50.00.

14. ASSIGNMENT None of Buyer's rights under any order shall be assigned or otherwise transferred by the Buyer to any other person, whether by operation or law or otherwise, without the Seller's prior written approval.

15. WEIGHTS Weights shown in catalogs, price schedules, quotations, or acknowledgments or orders are approximate and are in no sense guaranteed. They represent the average weight of products as made from patterns in use at time weights were compiled.

16. SPECIAL CONDITIONS Any additional cost incurred in packaging or in making any special test or inspection which is requested by Buyer and is in addition to those regularly supplied by Teikoku will be charged to Buyer. Such tests and inspections will be made only at the factory before date of shipment.

Unless stated otherwise on this quotation, Seller's (Teikoku) acknowledgment and acceptance of orders at the price quoted herein are on the basis of the customer's release for production within three (3) months from the date of order and acceptance of shipment thereafter within period quoted. Orders released by the customer after three (3) months from date of order will be invoiced at price in effect at the time of shipment.