



**quadax valves inc.**

## QUADAX VALVES TERMS AND CONDITIONS

- 1. CONTRACT TERMS:** This Agreement contains the entire agreement between the parties and supersedes all agreements, express or implied, oral or written. ANY TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE DOCUMENT OR CORRESPONDENCE OF THE CUSTOMER WHICH ARE NOT STATED HEREIN SHALL BE OF NO EFFECT AND THIS AGREEMENT IS ACCEPTED BY THE CUSTOMER WITHOUT ANY SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS. This agreement may be amended or modified only by an Agreement in writing signed by both Quadax Valves, Inc. and the customer.
- 2. PURCHASE AGREEMENT:** Quadax Valves, Inc. ("Quadax Valves") agrees to sell to the person specified herein {" Buyer"} and the Buyer agrees to purchase the products, equipment and parts relating thereto which are specified herein ("Goods"), upon the terms and conditions outlined on the front and back of this document.
- 3. QUOTATIONS:** Unless otherwise stated, Quadax Valves' quotation shall be null and void unless accepted by Buyer within 30 days from the date shown on the quotation.
- 4. PRICING:** Prices are F.O.B. Quadax Valves' plant. Buyer will pay In addition to the stated price, all charges for transportation, freight, drayage, and rigging of the Goods and all taxes howsoever designated, levied, or based on the purchase price of the Goods or their use, including federal, state, provincial, and local, excise sales, use, privilege or personal property taxes.
- 5. TERMS OF PAYMENT:** Invoices are payable within 30 days of the invoice date. If Quadax Valves has granted Buyer a discount regarding the Goods and Buyer delays payment, Buyer shall at Quadax Valves' option pay as liquidated damages and not as a penalty on amount equal to the price of the Goods as if no such discount had been granted plus interest pursuant to this clause. In the case of delay in payment, Quadax Valves may charge Buyer interest on the overdue amounts including ail amounts due pursuant to this clause from the date such amount became due of the rate of the lesser of 2% per month (24% per annum) or the maximum interest rate permitted by applicable law.
- 6. RISK:** All risk regarding the Goods including without limitation, risk of loss, theft, damage, or destruction, shall pass to Buyer upon delivery to a carrier. The carrier shall be the agent of the Buyer.

7. MANNER OF TRANSPORTATION AND DELIVERY DATE: Unless otherwise specified by Buyer. Quadax Valves may ship in any manner convenient to Quadax Valves. The delivery date quoted by Quadax Valves is its best estimate and is based upon the conditions in its works at the time of quotation, and therefore such date shall be interpreted as being estimated and in no event shall time be of the essence regarding such date.

8. DELAY BY BUYER: Buyer may not delay delivery of the Goods without Quadax Valves' consent and Buyer agrees to pay all costs including storage expenses such delay imposes on Quadax Valves. If delivery of the Goods is delayed by Buyer without Quadax Valves' consent, payment in full of the purchase price for such Goods shall become due when Buyer is notified that such Goods are ready for delivery and the Goods shall thereafter be held at Buyer's risk.

9. INTERVENING EVENTS: Quadax Valves shall not be liable for delay or failure in performance resulting from acts beyond the control of Quadax Valves, including but not limited to strikes or labor or industrial disturbances, civil disturbances, acts, orders, legislation, regulations, or directives of any governmental or other public authorities, acts of public enemies, riots, sabotage, blockages, embargoes, shortages of labor, materials, and suppliers, delays of suppliers, lightning, earthquakes, fire, storms, hurricanes, floods, washouts, explosions, and acts of God.

10. SET OFFS: Unless otherwise agreed by Quadax Valves, Buyer will not have the right to claim compensation or to set-off against any amounts which become payable to Quadax Valves herein or otherwise. If Quadax Valves agrees to recognize such a claim, the obligations of Buyer to pay interest in accordance and otherwise comply with clause 4 hereof shall not be affected.

11. WARRANTY: Quadax Valves warrants the Goods, so far as the same have been manufactured by it, to be free from defects in material and workmanship. Should any part of the Goods be found under normal use and service within 1 year after date of shipment from Quadax Valves to have been defective when shipped, Quadax Valves' sole obligation will be to repair or replace said part at Quadax Valves plant. All repaired and / or replaced parts are warranted to be free from defects in material and workmanship under normal use and service for a period of 90 days from the date that the repaired or replaced parts are shipped from the plant, or until the termination of the original warranty, whichever is longer. Buyer shall pay the costs of removal and installation of the defective part and costs of transportation and insurance to and from Quadax Valves' plant. Quadax Valves must be informed in writing without delay of any such defects which are detected. Parts which have been replaced become the property of Quadax Valves. Quadax Valves shall in no event be liable for changes, alterations, attachments, repairs, or modifications unless made with its written approval. Quadax Valves' warranty hereunder shall not apply if the Goods have not been installed and / or

operated in with Quadax Valves' instructions or good industry practices. Buyer is in default of its obligations hereunder, the Goods have been damaged by misuse, negligence, or accident, or Buyer fails to use supplies or materials meeting Quadax Valves specifications. Goods purchased by Quadax Valves from other manufacturers are covered only by the express warranties of such manufacturers to the extent by Quadax Valves. The foregoing warranty is expressly in lieu of any and all other representations, warranties, or conditions, expressed or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose (whether used singly or in combination with other machinery and material or as a system or part thereof) and those arising by statute or otherwise in law form a course of dealing or usage of trade.

12. **LIMITATION OF REMEDIES:** The entire liability of Quadax Valves and its affiliated companies and Buyer's exclusive remedy shall be as follows: With respect to any claim concerning performance or nonperformance by Quadax Valves pursuant hereto, claim for breach, or default by Quadax Valves and I or its affiliated companies, Buyer's exclusive remedy shall be the recovery of its direct damages by only to the limit set forth in this clause. This limitation shall apply whether or not the alleged breach is a breach of condition or fundamental term or a fundamental breach, or the alleged breach is caused by presence of Quadax Valves' employees or agents on Buyer's premises. The commercial or economic losses of any kind.

13. **FAILURE TO PAY:** If Buyer fails to make payments when due the entire purchase price for all delivered Goods shall immediately become due and payable, Quadax Valves may refuse to perform any further obligations hereunder and all warranties and obligations regarding the Goods shall automatically terminate.

14. **RETENTION OF TITLE AND SECURITY INTEREST:** Until the purchase price for the Goods is paid in full. Quadax Valves shall retain all property in ownership of, and title to the Goods and Buyer hereby to Quadax Valves a security interest in the Goods together with all proceeds therefrom as security for the performance and payment of the said purchase price, Value has been given and the security interest hereby created shall attach to the Goods when Buyer has rights in the Goods.

15. **INSURANCE:** Buyer shall insure and shall keep insured the Goods against loss or damage by fire and other usual perils to the full insurable value thereof and Buyer hereby assigns to Quadax Valves all monies which may become payable under any such policy of insurance; and Buyer shall cause all such policies to contain a standard mortgage clause acceptable to Quadax Valves.

16. **DOCUMENTATION AND APPLICABLE RIGHTS:** At the request of Quadax Valves. Buyer will join with Quadax Valves in executing such additional security agreements, financing statements for public filing or other documents to secure Quadax Valves' shall have all the rights and remedies allowed by law of the jurisdictions which have adopted s Personal Property Security Act or the

equivalent for a retention of a security interest to secure payment for Goods sold or financed, Quadax Valves shall have the rights and remedies of a secured party under the Act or such equivalent in those which have not adopted a Personal Property Security Act or the equivalent providing for a retention of a security interest to secure payment for Goods sold or financed, legal title with right of possession upon to all shall remain in Quadax Valves until the full purchase price has been paid to Quadax Valves and Buyer shall be liable for any deficiency.

17. REPOSSESSION: If Buyer defaults in its performance hereunder or if a petition in bankruptcy shall be filed by or against Buyer or Buyer shall have made an assignment for the benefit of creditors or shall take advantage of any law for the benefit of debtors or If any action is commenced against Buyer to cause its assets to be placed under trusteeship or receivership or liquidated for the benefit of creditors or if Buyer voluntarily or by operation of law shall lose control of the operation of its business, then upon any of the foregoing defaults Buyer will, at the request of Quadax Valves, assemble the Goods and make to Quadax Valves at Buyer's place of business or at such other place as is designated by Quadax Valves which is reasonably convenient Subject to the provisions of the applicable Personal Security Act the equivalent providing for the retention of a security interest to secure payment for Goods sold or financed, any requirements of reasonable notice by one party to the other party shall be met such notice is by regular post to the parties' principal place of business at least five days before the time of the event or contemplated action set forth in the notice. Buyer agrees to pay all expenses of retaking, holding, for sales, selling, and reasonable solicitor's fees and legal expenses allowed by law incurred by Quadax Valves in enforcing any of the rights granted to Quadax Valves. Upon such default, Buyer Quadax Valves to enter upon the premises at any time to repossess the Goods and hereby waves all rights and claims for trespass or conversion or damages in any manner caused by Quadax Valves.

18. NO REJECTION BY BUYER: Buyer must accept ail Goods tendered under this agreement under no circumstances is Buyer permitted to reject Goods tendered or to return Goods without Quadax prior written consent.

19. SPECIFICATIONS: Weight, dimensions, and other specifications set forth in sales literature are subject to change unless otherwise certified in writing by Quadax Valves. Quadax Valves may, without affecting its obligations under sales or purchase order, make changes in the specifications of the Goods delivered under a sales or purchase order from those contained in sales literature.

20. ENTIRE AGREEMENT AND AMENDMENT: This Agreement together with the agreements or other documents to be delivered pursuant hereto, constitutes the entire agreement between the parties to subject matter hereof and supersedes all prior formal and informal agreements, proposals, promises, Inducements, representations, conditions, warranties, understandings, purchase or sales orders, and whether oral or written, of the parties. No waiver, change, amendment, discharge of, or

addition to, any term or condition hereof, shall bind Quadax Valves unless made in writing and by the President of Controls and without limitation, no terms or conditions which may be contained in Buyer's order form shall bind Quadax Valves unless such order form is signed by the President Quadax Valves.

21. TIME FOR PAYMENT OF ESSENCE: Time for payment by Buyer shall be of the essence.

22. RIGHTS CUMULATIVE: No right or remedy of Quadax Valves hereunder shall be deemed to be exclusive of any other right or remedy hereunder and Quadax Valves shall be entitled to exercise such rights or remedies, separately or cumulatively.

23. NO ASSIGNMENT: Neither this Agreement nor any right granted hereby is assignable by Buyer without Quadax Valves' prior written consent.

24. SEVERABILITY: Any provision of this Agreement which is prohibited or unenforceable In any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability invalidating the remaining provisions hereof or affecting the validating or enforceability of such provision in any other jurisdiction.

25. GOVERNING LAW: This Agreement shall be constructed and enforced in accordance with, and the rights of the parties hereto shall be governed by the laws of New York State. Any and all disputes arising under this Agreement, whether as to interpretation, performance, or otherwise, shall be subject to the jurisdiction of the courts of New York State and each of the parties hereto hereby irrevocably agrees to the jurisdiction of the Courts of such State.

26. LANGUAGE: It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language.

27. CHANGE OF DESIGN: Quadax Valves shall not be liable for any changes or modifications by the manufacturer in the design or construction of merchandise sold.

28. NOTICE OF CLAIMS: All claims resulting from an alleged breach of warranty or for variances from or shortages in orders must be made in writing and sent by certified or registered mail to Quadax No shall be allowed if made later than 10 days after delivery to Customer of the merchandise.