



WARRANTY, TERMS AND CONDITIONS OF SALE

ORDER ACCEPTANCE: This order is accepted by Trelleborg subject to all of the terms and conditions on the face and reverse side hereof. It supersedes buyer's order form, if any, and this acknowledgement is expressly conditional upon buyer's assent to the terms expressed herein. This offer may only be accepted on the exact terms set forth herein, and no additional terms or modifications will be accepted.

INTEGRATION: This acknowledgement form is intended by the parties as the final expression of their agreement and is the complete exclusive statement of the terms thereof. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded unless authorized in writing by an officer of Trelleborg.

MODIFICATION: This agreement shall not be modified or altered by any subsequent course of performance between the parties, nor can this agreement be modified in any way except in writing approved by an officer of Trelleborg. Such modification must be either attached to or endorsed on this acknowledgement.

CANCELLATION: The buyer may cancel this order in writing only if written notification is sent immediately upon receipt of this acknowledgement. Failure to do so shall signify an acceptance of the sale upon the terms and conditions contained herein. The seller may cancel this agreement upon failure of the buyer to perform any obligation of the terms and conditions set forth herein.

SEVERABILITY: If any clause of this agreement is held invalid or unconscionable by any court of competent jurisdiction, the agreement shall be binding upon the parties to the effect as though the clause deleted had never been a part of the agreement.

NON-ASSIGNMENT: NO rights arising under this agreement may be assigned by the buyer without consent of the seller in writing. Any assignment contrary to this provision shall be a breach of this agreement. In case of any assignment without the consent and approval in writing of the seller, the seller may refuse to carry out this agreement with the assignor or assignee, but all rights of action for any breach of this agreement by the assignor are reserved to the non-assigning party.

PRICES: Prices are subject to adjustment without notice if there are any changes in specifications or if there are any delays caused by buyer's failure to furnish information, approvals, or site preparation required to complete the order.

SHIPMENT: All shipments are F.O.B. point of origin and the risk of loss shifts to the buyer when the goods are delivered to the carrier. Unless the buyer explicitly states on its order a particular method of shipment, Trelleborg will use its discretion in determining the best method of shipment.

DELIVERIES: Trelleborg will make every effort to fill orders within the time requested by the buyer. However Trelleborg does not assume responsibility for any losses, consequential or otherwise, or damages growing out of, or owing to, any delay in delivery unless responsibility for such specific loss has been agreed to in writing. In no case will Trelleborg be responsible for delays and freight charges necessitated by persons or events beyond its control.

CUSTOMER SATISFACTION: Before using any goods shipped under this agreement, the buyer shall inspect and determine the suitability of the product for the intended use. The buyer assumes all risk and liability whatsoever in connection with such inspection. No statement or recommendation to the contrary shall have any force or effect unless it is in writing signed by an officer of Trelleborg.

PAYMENT: Following credit approval, standard payment terms for shipment on open account are net thirty (30) days with the exception of heavy-duty, in-plant machinery. Standard terms on capital equipment are one third (1/3) when ordered, one third (1/3) when shipped, and one third (1/3) when installed. Trelleborg reserves the right to require prepayment, cash on delivery, or other terms as mutually agreed. Trelleborg retains full title to all products shipped until final payment for said products has been received. Buyer may not withhold payment for invoices in dispute or as a means to rectify any pending claims. Each claim will be pursued independently, treated as a separate transaction, and resolved on its own merit.

TAXES: Buyer shall be liable for all sales, excise, or similar taxes, duties or other payments required by any agreement, government, or agency upon the sale or use of any merchandise sold, leased, or delivered by Trelleborg.

SECURITY INTEREST: Buyer agrees that Trelleborg retains a security interest in the goods included in this acknowledgement to secure payment by the buyer of the balance of the purchase price and other charges required under this agreement. Buyer agrees to execute all documents necessary to further evidence and perfect such security interest.

WARRANTY: Seller warrants that Trelleborg products, machinery, tools, and accessories are manufactured under careful standards of quality control and are free from defects in material or workmanship for a period of thirty (30) days from the date of delivery with the exception of heavy-duty, in-plant machinery which is warranted for a period of ninety (90) days from the date of installation.

The obligation of Trelleborg under its product warranties shall be limited, at its option, either to the repair or replacement without charge of any product, component, or machine part which is proven to be defective within the warranty period. In no event shall Trelleborg be liable for any unauthorized cost of removal, installation, or repairs or for any injury, loss, or damage, direct or consequential, arising out of the use or inability to use any of said products or machinery.

The foregoing warranty does not apply in the event of any of the following:

- a. The use of a product, tool, or machine in any manner other than in strict accordance with Trelleborg operating, maintenance, and installation instructions.
- b. The modification or alteration of Trelleborg merchandise without prior written approval signed by an officer of Trelleborg.

Buyer is responsible for all modifications and alterations of its own design, any non-standard, non-tested application of Trelleborg products and machinery, and any defects or damage suffered as a result of defective installation of such goods.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTIONS STATED HEREIN. Any representation, affirmation of fact, or promise respecting Trelleborg products made other than by this warranty shall not be deemed to create an express warranty that the product shall conform to the representation, affirmation, or promise. Any description of the products is for the sole purpose of identifying them and shall not be deemed to create an expressed warranty that the product shall conform to the description. Any sample or model is for illustration purposes only and shall not be deemed to create an express warranty that the product shall conform to the sample or model. No representation, affirmation, promise, description, sample, or motto shall be deemed part of the basis of this agreement.

The terms of this warranty may not be waived, altered, or modified and any approval or authorization is not binding except in writing by an officer of Trelleborg. Any claim under the foregoing warranty shall be deemed to be waived unless it is made in writing to Trelleborg within the warranty period.

RETURNS: All merchandise sold by Trelleborg shall be accepted for return to Trelleborg only in accordance with the following terms and conditions:

- a. No return shall be accepted without prior written consent by Trelleborg.
- b. All returns shall be shipped prepaid unless otherwise authorized by an officer of Trelleborg.
- c. All returned machinery shall be subject to, and credit determined by, an engineering evaluation.
- d. Credit will be issued based upon the original sales price minus actual restoration, handling, and restocking costs.
- e. Merchandise credit only. Credit to be used within one (1) year of credit memo date.

PATENTS & TRADEMARKS: Buyer agrees not to infringe upon any registered patents or trademarks owned or applied for by Trelleborg. Drawings of Trelleborg's products and machinery are furnished exclusively and confidentially. Receipt of Trelleborg's drawings and/or merchandise does not convey distribution, reproduction, or manufacturing rights. Any illegal actions regarding Trelleborg's patents, trademarks, and drawings will be prosecuted to the full extent of the law.

GOVERNING LAW: All agreements and contracts for the sale or lease of merchandise by Trelleborg shall be governed by the Uniform Commercial Code as adopted in the State of New Hampshire as effective and in force on the date of such agreements, the same as if the agreement had been made and all acts thereunder performed entirely within the State of New Hampshire. Trelleborg is an equal opportunity employer.

Trelleborg Pipe Seals Milford, Inc.

250 Elm Street, P.O. Box 301, Milford, New Hampshire 03055 U.S.A.

Tel: 800-626-2180 603-673-8680 Fax: 603-673-7271 www.trelleborg.com/npc