

STANDARD TERMS AND CONDITIONS OF SALE

PRICES – All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Further, prices payable by the Buyer shall be subject to immediate increase, should the Seller as a result of governmental action or regulation including, without limitation, those contemplated by an investigation under Section 232 of the Trade Expansion Act of 1962 (19 U.S.C. §1862), incur additional duties, tariffs or restrictions on products sold hereunder, or on the raw materials that are used in making such products. In no event shall prices include any amounts imposed on the Buyer in connection with Buyer's purchases from Seller, such as taxes, including but not limited to Value Added Tax (VAT) or excise taxes, duties, tariffs, or any other costs assessed against the Buyer by a governmental authority. If within a reasonable time thereafter an equitable price cannot be agreed upon, the contract may be terminated by either party upon written notice with compliance to 'Order Changes' paragraph.

WARRANTIES – AMETEK ROTRON DR, EN, and HiE regenerative direct drive blowers are guaranteed for one full year from the date of installation (limited to 18 months from the date of shipment.) to the original purchaser only. Should blower fail, we will evaluate the failure. If failure is determined to be workmanship or material defect related, we will at our option repair or replace the blower.

Standard Products - AMETEK ROTRON moisture separators, remote drives, packaged units, CP blowers, Nasty Gas™ models and special built (EO) products are guaranteed for one full year from the date of shipment for workmanship and material defect to the original purchaser only. Should the blower fail, we will evaluate the failure. If failure is determined to be workmanship or material defect related, we will at our option repair or replace the blower.

Parts Policy - AMETEK ROTRON spare parts and accessories are guaranteed for three months from the date of shipment for workmanship and material defect to the original purchaser only. If failure is determined to be workmanship or material defect related we will at our option repair or replace the part.

Non-Standard Products - Orders for specially-built products will be considered as non-cancellable. Any requested change by customer after order acceptance will result in additional charges.

Corrective Action - A written report will be provided indicating reason(s) for failure, with suggestions for corrective action.

Subsequent customer failures due to abuse, misuse, misapplication or repeat offense will not be covered. AMETEK ROTRON will then notify you of your options. Any failed unit that is tampered with by attempting repair or diagnosis will void the warranty unless authorized by the factory.

Terms and Conditions - Our warranty covers repairs or replacement of regenerative blowers only, and will not cover labor for installation, outbound and inbound shipping costs, accessories or other items not considered integral blower parts. Charges may be incurred on products returned for reasons other than failures covered by their appropriate warranty. Out-of-warranty product and in warranty product returned for failures determined to be caused by abuse, misuse, or repeat offense will be subject to an evaluation charge. Maximum liability will in no case exceed the value of the product purchased. Damage resulting from mishandling during shipping is not covered by this warranty. It is the responsibility of the purchaser to file claims with the carrier. Other terms and conditions of sale are stated on the back of the order acknowledgement.

Hazardous Locations Policy

AMETEK ROTRON will not knowingly specify, design or build any regenerative blower for installation in a hazardous, explosive location without proper NEMA motor enclosure. AMETEK ROTRON does not recognize sealed blowers as a substitute for explosion-proof motors. Sealed units with standard TEFC motors should never be utilized where local, state, and/or federal codes specify the use of explosion-proof equipment.

AMETEK ROTRON has a complete line of regenerative blowers with explosion-proof motors, Division 1 & 2, Class I, Group D; Class II, Groups F & G requirements are met with these standard explosion-proof blowers.

AMETEK ROTRON will not knowingly specify, design or build any regenerative blower for installation in a hazardous, corrosive environment without the proper surface treatment and sealing options.

AMETEK ROTRON has a complete line of Chemical Processing and Nasty Gas™ regenerative blowers with Chem-Tough™, stainless steel parts, and seals.

AMETEK ROTRON offers general application guidance; however, suitability of the particular blower selection is ultimately the responsibility of the purchaser, not the manufacturer of the blower.

ORDER ACCEPTANCE – Buyer's order is accepted upon the terms, provisions and conditions contained herein. No additional or different terms shall become part hereof without written approval by Seller. All acceptances and orders are subject to approval by Seller. No waiver or alteration of any terms herein shall be binding unless in writing, signed by an executive officer of Seller.

The Seller will comply with the terms and provisions of the Buyer's order as expressly set forth on Seller's Acknowledgment. Any of the terms or provisions of the Purchaser's order which are not expressly contained in Seller's Acknowledgment shall not be binding on the Seller and shall not be considered applicable to this sale.

All orders for special items are based on Buyer accepting over-run or under-run on each individual item not exceeding 10% of quantities ordered. Where closer control of quantity is required special arrangements must be made. Order is accepted and priced based on complete delivery within 12 months of the 1 scheduled delivery date. Seller reserves the right to ship and invoice the order complete on the 12 month anniversary of the first shipment or; cancel the balance of the order and invoice the Buyer for unique materials, work in process and finished goods or; negotiate new pricing on the open order balance.

PATENTS – It is not the intention of the Seller to manufacture any product which is an infringement of a patented article. With respect to parts manufactured, or furnished by the Seller, strictly to specifications, designs and/or drawings furnished by the Buyer, it is agreed that the Buyer will defend and save harmless the Seller from any and all expense involved in any claims or damages from patent infringements.

DELIVERY – Shipping or delivery dates are determined based on receipt of details and materials required to support the order. Shipping or delivery

dates are estimates only and may be changed at the sole discretion of the Seller. The Seller shall not be liable for delays in delivery or failure to manufacture or deliver; (1) due to causes beyond its reasonable control, or (2) due to acts of God, acts of the Buyer, acts of civil or military authority, subcontracts, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, Seller shall have the option of being excused from further performance or to extend delivery for a period equal to the time lost by reason of the delay.

In absence of shipping instructions, Seller will use own discretion in choice of carrier. Seller assumes no responsibility for insuring shipments unless specifically requested by Buyer and then at Buyer's expense and valuation.

PACKAGING – Prices stated are based on Seller's standard packaging. Seller reserves the right of packaging material in pallets, bulk or individual cartons. Packaging will be standard commercial package and acceptable to commercial carrier. Special customer or government packaging will be furnished only when specified and so stated herein.

INSPECTION – Inspection by the Seller will be made in accordance with Seller's standard practice of quality control. Any special test or inspections will be furnished only when specified and so stated herein.

CLAIMS – All claims for damaged material must be made to the transportation company by the Buyer. Unless notice of claim, for shortage and/or defective material, for products covered by Buyer's order is given in writing to the Seller within ten (10) days after receipt of shipment, such products shall be deemed finally inspected, checked and accepted by Buyer.

TAXES AND INSURANCE – Any taxes imposed by federal, state or local authorities on the manufacture or sale of articles covered by Buyer's order shall be charged to Buyer.

Buyer's material, dies, or tooling shall not be insured by Seller unless specifically requested by Buyer and made a part of the order at Buyer's expense. If no special agreement is made, Seller assumes no responsibility for destruction or partial loss due to fire, or other casualty beyond Seller's specific and reasonable control.

Order Changes – Orders cannot be cancelled or modified, or deliveries deferred after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to conditions then agreed upon which shall indemnify Seller against liability and expense incurred and commitments made by Seller and which shall provide for profit on work in process and contract value of parts completed and ready for shipment.

LIABILITY – The Seller's liability for any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any equipment covered by or furnished under this contract shall in no case exceed the price allocable to the equipment or part thereof furnished by Seller which gives rise to the claim. In no event shall the Seller be liable for any incidental or consequential damages. Any action for a breach of the contract must be commenced within one (1) year after the cause of action has accrued.

CREDIT TERMS – All orders, shipments, deliveries and payment terms shall at all times be subject to the approval of the Seller's Credit Department. The Seller reserves the right of declining to make deliveries whenever for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for non-performance of contract in whole or in part.

DIES, TOOLS, JIGS, ETC. – Charges for such items when stated, separately include only a portion of the total cost. Therefore, payment of these charges does not convey title, ownership nor the right of removal from the Seller. Ownership, including the right of removal, may be obtained by Buyer by negotiation and agreement between Seller and Buyer, for a fair reimbursement for the complete cost including design, development, experimental work, maintenance, storage, etc. Such equipment when inactive for a period of two (2) years at option of Seller be scrapped upon notification of intent to Buyer and upon failure to receive written advice to the contrary from Buyer within thirty (30) days. Resulting scrap value shall belong to Seller as payment for storage and maintenance costs.

ENTIRE CONTRACT – Upon Seller's acceptance of Buyer's order the terms and provisions hereof shall constitute the entire agreement between Buyer and Seller and no statement, correspondence, samples or other term shall modify or affect the terms hereof.

GOVERNING LAW – Seller shall in performance of work or services under this order, fully comply with all applicable federal, state and local laws, rules, regulations or ordinances. This order will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The Seller certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and orders of the United States Department of Labor issued under Section 14 thereof.

SEVERABILITY - The invalidity or unenforceability of any phrase, sentence or section shall not affect the validity or enforceability of the balance of this Agreement.