

Terms and Conditions:

- 1. The following terms supersede all terms previously published.
- 2. Credit Terms: Net 30 Days unless previously agreed in writing to other credit terms.
- 3. Remit payment to the address indicated on the invoice.
- 4. Quotations are valid for 30 days from date of issuance.
- 5. Minimum Order requirement of \$100.
- 6. We are not responsible for delays resulting from circumstances beyond our control, including but not limited to strikes, fires, wars and accidents.
- 7. All contracts and orders are subject to acceptance at our main office, La Palma, California.
- 8. Delivery of material to a common carrier shall be considered delivery thereof to the Buyer and shall be at the Buyer's risk thereafter. The Buyer shall file any claims for loss or damage to material in transit directly with the carrier.
- 9. We estimate shipping dates as closely as practical. Under no circumstances are we responsible for failure to meet shipping dates.
- 10. Claims for corrections or deductions must be made within ten days of receipt of materials. All error, clerical or otherwise, are subject to correction. Please give full details, including date and SVF invoice number.
- 11. Order Cancellations, Change Order or Return requests will be honored, subject to the Materials Return and Cancellation Policy.
- 12. Credit issued may be applied to future or open accounts and must be used within one (1) year of issuance. No cash refunds.
- 13. If a product is defective; the limitation of liability is to replace our products, provided they are used in the service for which they are recommended. There are no warranties, either expressed or implied (including any warranties of merchant ability or fitness for a particular purpose) in connection with our products except as expressly stated herein. We will not pay for charges (other than freight) for labor, expenses or damages occasioned by defective material. We will not be liable, in any case, for consequential or punitive damages. All the above are in effect for one year from the date of shipment from SVF Flow Controls.
- 14. All approved RGA's being returned to SVF for inspection and approval consideration are to be packaged properly as to avoid damage to the contents. RGA's found to have been damaged as a result of improper packaging and insufficient protective materials are subject to rejection and return back to the customer at the customers expense.
- 15. No warranty shall be honored for any product which is modified or changed in any manner after leaving SVF Flow Controls.
- 16. Parties desiring to return products must first arrange the return with SVF Flow Controls. We assume no responsibility for products returned without our written authorization. Products made to order or differing from standard products may not be returned except by special arrangement. All Return Good Requests are subject to SVF Flow Controls' Materials Return and Cancellation Policy (Appendix I).
- 17. Because or continuous product improvement, we reserve the right to change designs, materials or specifications without notice.

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- 18. Special tests and inspections, special packing, shall be made only by advance arrangements and shall be charged to the Buyer.
- 19. Prices shown are F.O.B. SVF Flow Controls locations
- 20. All sales, excise or other taxes levied by federal, state or other governments are to be paid by the Buyer, unless otherwise agreed.

SVF Flow Controls products, when properly selected, are designed to perform safely during their useful life. SVF Flow Controls can provide general guidelines, however, it cannot provide specific data and warnings for all possible applications. The Buyer/User must therefore assume the ultimate responsibility for the proper sizing and selection, installation, operation, and maintenance of SVF Flow Controls products. The Buyer/User should read and understand the installation operation maintenance (IOM) instructions included with the product and train its employees and contractors in the safe use of SVF Flow Controls products in connection with specific application.

Modifying SVF Flow Controls Products

SVF Flow Controls products are considered pressure vessels. All production steps, including, machining, are under the strict controls or our Engineering Design Group and our Production Department. Machining (including the removal of NPT threads as a conversion to a weld-end valve), welding or any modifications to the pressure containing components not supplied by SVF Flow Controls can result in product failure and represents a serious safety issue. Therefore, any machining of our products outside the control of SVF Flow Controls Engineering is strictly prohibited and voids the product warranty.

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Appendix I

Materials Return and Cancellation Policy

<u>Standard Products:</u> Defined as; Off the Shelf, Non-Actuated, Non-Modified, Non-Value Add as defined in the SVF Flow Controls Options & Services Guide (See Appendix II).

- No charges if cancellation or work order change received within 48 hours of acknowledgment being sent by SVF.
- 35% of order dollar value if; after 48 hours or the order has shipped.

Non-Standard Products: Defined as; Valves which have been Actuated or Assembled to order as per the SVF Flow Controls Options & Services Guide (See Appendix II).

- Orders in process on all Non-Standard categories may be canceled only with Seller's written
 consent and upon payment of Seller's cancellation charges then in effect. Orders in process may
 not be changed except with Seller's written consent and upon agreement by the parties as to an
 appropriate adjustment in the purchase price thereof. Product in these sections is NonCancellable/Non-Returnable without written consent from SVF. Credit will not be allowed for
 Products returned without consent of Seller.
- 35% of order dollar value plus, recovery of Value-Added Options and Services Charges if after 48 hours or the order has shipped.

<u>Custom Products:</u> Defined as; Any Order, Product or Service which include Custom Machining and or Modifications approved for Production by Buyer via a Signed Submittal Drawing.

- Orders in process on all Custom Product categories may be canceled only with Seller's written
 consent and upon payment of Seller's cancellation charges then in effect. Orders in process may
 not be changed except with Seller's written consent and upon agreement by the parties as to an
 appropriate adjustment in the purchase price thereof. Product in these sections is NonCancellable/Non-Returnable without written consent from SVF. Credit will not be allowed for
 Products returned without consent of Seller.
- Custom Products that are have shipped are not Returnable.

Note 1 - All returns of shipped products require that the RMA process be followed. SVF maintains the right to waive or modify cancellation charges at its discretion.

Note 2 - In the event that SVF has approved a return, funds will be in form of Credit issued and may be applied to future or open orders and must be used within one (1) year of issuance.

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Appendix II

SVF Flow Controls Options and Services Guide

- Assembly Charges:
 - Actuated packages
 - V-Ported control valves
 - Stem extensions
 - o Antistatic device
 - Secondary containment
 - Spring return handle
 - Manual valve limit switch assembly
 - o Anti-static stem
 - Vented balls
 - Specialty stem seals
 - Specialty coatings
- Specialty Alloys (Non-Standard Product)
- Metal seated ball valves (50%)
- Steam jacket
- Custom color handle sleeve
- Specialty fasteners
- Purge ports
- Specialty mounting kits
- Custom stem extensions
- Oxygen cleaned
- Electropolished
- Degreased
- Custom interior polish (15Ra, 10Ra, 5Ra, etc.)
- Air freight / expedited freight
- Buyout items
- Project specific marking & Tags