

**FLUID DYNAMICS, LLC's  
STANDARD TERMS AND CONDITIONS OF SALE**

GOODS AND SERVICES SOLD BY FLUID DYNAMICS, LLC ARE EXPRESSLY SUBJECT TO THESE TERMS AND CONDITIONS SET FORTH ON THIS INVOICE/PURCHASE ORDER. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S INVOICE/PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON FLUID DYNAMICS, LLC UNLESS AGREED TO IN WRITING BY A FLUID DYNAMICS, LLC OFFICER. BUYER'S ACCEPTANCE OF SHIPMENT AND/OR PAYMENT FOR THE GOODS CONSTITUTES ACCEPTANCE OF FLUID DYNAMICS, LLC'S TERMS AND CONDITIONS.

**PRICE:** Prices in effect at time of shipment or performance of services shall prevail. All prices quoted by FLUID DYNAMICS, LLC are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on the value and/or weight of the shipment. Additional charges for local delivery may also apply.

**PAYMENT TERMS:** Unless otherwise agreed in writing, terms of payment are thirty (30) days net, without setoff or deduction, from date invoice was mailed, goods are delivered or services provided, whichever is earliest, if Buyer's credit has been approved prior to sale. A late payment charge of 1.5% per month (an annual percentage rate of 18%) shall be charged on all past due accounts and Buyer shall pay FLUID DYNAMICS, LLC all costs incurred by it in collecting any past due account from Buyer, including all court costs and attorney's fees. However, if the foregoing charges exceed that rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accompany payment. Alternatively, payments and other adjustments must reference the invoice number to assure proper credit.

**DELIVERY:** Unless otherwise noted, all sales are made F.O.B. point of shipment and, in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates.

**WARRANTIES:** Goods are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. FLUID DYNAMICS, LLC MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED. Buyer is responsible for installation and use in accordance with manufacturer's instructions. FLUID DYNAMICS, LLC personnel are not authorized to alter this policy.

**LIMITATION OF LIABILITY:** FLUID DYNAMICS, LLC's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with any goods supplied hereunder, or the sale, resale, operation or use of goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or part thereof involved in the claim, REGARDLESS OF CAUSE OR FAULT. This limitation of liability reflects a deliberate and bargained-for allocation of risks between FLUID DYNAMICS, LLC and Buyer and constitutes the basis of the parties' bargain, without which FLUID DYNAMICS, LLC would not have agreed to the price or terms of this contract. FLUID DYNAMICS, LLC shall not, under any circumstances, be liable for any labor charges without its prior written consent. FLUID DYNAMICS, LLC SHALL NOT IN ANY EVENT BE LIABLE whether as a result of breach of contract, warranty, tort (including negligence) or other grounds FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of goods or associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of Buyer for such damage. If FLUID DYNAMICS, LLC furnishes Buyer with advice or other assistance regarding any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of the advice or assistance will not subject FLUID DYNAMICS, LLC to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

**CANCELLATION AND RETURNS:** Buyer may cancel an order by mutual agreement based upon payment to FLUID DYNAMICS, LLC of reasonable and proper cancellation charges. Buyer shall not return goods without FLUID DYNAMICS, LLC's prior written authorization and payment by Buyer of a restocking charge of 30%. Special order items are NOT subject to return. No returns shall be accepted following 30 days after delivery.

**GENERAL:** All orders are subject to acceptance by FLUID DYNAMICS, LLC. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision herein shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.