

GENERAL TERMS AND CONDITIONS OF SALE

MAASS FLANGE CORPORATION (Herein referred to as MFC)

ENTIRE AGREEMENT	These Terms represent the entire agreement and understanding relating to the sale of products as between MFC and Buyer. No parol evidence, outside understandings or literature, or prior, present or future course of dealings may vary these Terms.
WARRANTY	All MFC products are warranted to be free from manufacturing defects for a period of one (1) year from date of shipment, and any found to be defective within that period will be replaced without charge, provided (1) that the product was used as recommended and in accordance with approved installation and operating practices; (2) that its failure resulted from a manufacturing defect and not from damage due to corrosive, abrasive, or other wear normally to be expected in the services involved; and (3) that written notice of such defect is delivered to MFC during such one (1) year period. No labor costs or other expenses or liability will be assumed. The Uniform Commercial Code shall not apply to this sale, nor the Texas statutes adopting the Uniform Commercial Code. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, expressed or implied. There are no implied warranties of merchantability or of fitness for a particular purpose.
PURCHASER'S REMEDIES	The Purchaser's remedies with respect to any product furnished by MFC hereunder that is found not to be in conformity with the terms and conditions of the contract because of breach of contract, breach of express or implied warranty, or negligence shall be limited exclusively to the right of replacement of such defective product or, at our option, repayment of our sale price of the product. In no event shall MFC be liable for claims (based upon breach of contract, breach of express or implied warranty, or negligence) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expense incurred by reason of the use or misuse, sale or fabrication of products which do or do not conform to the terms and conditions of the contract.
PRICES	Prices, and other terms of sale and payment, are subject to change without notice. Unless a contrary provision appears in the price quotation or order acknowledgment, prices may be drawn without notice at any time. Stenographic or clerical errors are subject to correction.
ACCEPTANCE OF ORDERS	All orders are subject to MFC credit department approval prior to acceptance by MFC. No assignment of the Purchaser's rights may be made without the written consent of MFC.
REMITTANCES	All accounts are payable in United States funds, free of exchange, collection, or any other charges. If, in the sole discretion of MFC, the financial condition of the Purchaser at any time so requires, MFC retains the right to require full or partial payment in advance.
PARTIAL SHIPMENTS AND PAYMENTS	MFC reserves the right to make partial shipments from time to time, and to render invoice therefore which shall be due and payable as provided in said invoices and the paragraph entitled "Remittances". If the Purchaser becomes overdue in any such partial payment, MFC shall be entitled to suspend work and/or avail itself of other legal remedies.
TAXES	Unless otherwise specifically noted, the amount of any sale, use occupancy, excise tax, or other tax of any nature, federal, state, or local, for which MFC is legally liable, either initially or through failure of payment by Purchaser, shall be added or be in addition to the price quoted and Purchaser agrees to pay the same to MFC.
SHORTAGES AND DAMAGE IN TRANSIT	Claims for shortages must be made in writing within ten days after receipt of shipment, but loss or damage to materials in transit is the responsibility of the carrier.
DELAYS	All promises of shipment are estimated as closely as possible, and we will use our best efforts to ship within the time promised but not guarantee to do so, and assume no liability for not doing so. Materials stated to be in stock are subject to prior sale.
CANCELLATION AND SUSPENSION	The order to contract is subject to cancellation or instructions to suspend or delay work or delivery only upon receipt of written and with our consent, and upon agreement to pay MFC's adjustment charge. Orders for special products (usually "price on application" items) may be changed and/or cancelled only upon receipt of written instructions with a tacit understanding and agreement to make payment for material used and work already performed.
RETURN OF MATERIAL	No product of our manufacture may be returned without our written consent. All goods returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless other specified in writing by MFC.
PATENTS	The Purchaser will indemnify and hold harmless MFC against and from any judgment for damages and costs which may be rendered against MFC in any suit alleging infringement of any United States patent by any product supplied by MFC under the contract and made in accordance with the design/and specification furnished by the Purchaser to MFC.
GOVERNING LAW	The contract shall be governed by, construed and enforced in accordance with the laws of the State of Texas. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.
NO WAIVER	The failure of MFC to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of the contract or to exercise any right thereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such rights, nor shall it be deemed to be a waiver or relinquishment of any other term, covenant, or condition, or the exercise of any other rights under the contract.
DIES, TOOLS AND PATTERNS	Dies, tools and patterns required to produce the article quoted on shall remain the property of MFC. Preparation charges or charges for dies, tools and patterns represent only a portion of cost. Payment of such charge does not give you any right, title, or interest in such dies, tools, or other products of preparation. We will not be responsible for retention of dies or patterns on which no orders are received for two years or more.
FORCE MAJEURE	Any delays in or failure of performance of MFC shall not constitute default or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the control of MFC, including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities, compliance with any order or request of a governmental authority, acts of war, rebellion or sabotage, or damage resulting therefrom; embargoes or other export restrictions, fires, floods, explosions, accidents, breakdowns, riots or strikes other concerted acts of workmen, whether direct or indirect; or any other causes whether or not of the same class or kind as those specifically above named which are not within the control of MFC and which, by the exercise of reasonable diligence, MFC is unable to prevent or provide against.
PURCHASER'S ACCEPTANCE OF ABOVE CONDITIONS	The contract shall be subject to the terms and conditions contained or referred to in MFC's price schedule, quotation order acknowledgments, and to no others whatsoever. No waiver, alteration, or modification of the terms and conditions in this price schedule, quotation or order acknowledgement shall be binding unless in writing and signed by an authorized representative of MFC.
INVALIDITY	Should any provision of this contract be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the remaining provisions shall not be affected.
SURVIVAL	Each of the representations, warranties, covenants and obligations set forth in these Terms shall survive the sale of the products from MFC to Buyer for an indefinite period and each of MFC and Buyer will continue to be bound by these Terms.

THE GOODS COVERED HEREIN ARE WARRANTED TO HAVE BEEN PRODUCED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.

TERMS UNLESS OTHERWISE INDICATED: NET 30 DAYS.