

SAN DIEGO FLUID SYSTEM TECHNOLOGIES, INC. TERMS AND CONDITIONS OF SALE

1. **GENERAL.** The seller ("Seller") and the buyer ("Buyer") named on the attached quotation ("Quotation") agree that the following terms and conditions (these "Terms and Conditions") apply to the sale of goods referenced in the Quotation (the "Goods"). The Terms and Conditions along with the Quotation are hereinafter referred to as the "Agreement".

2. **ACCEPTANCE/SOLE TERMS.** The offer set forth in the Quotation is expressly conditioned upon Buyer's acceptance of these Terms and Conditions. No terms additional to or deviating from the terms set forth herein shall become part of any order or other agreement between the parties regarding the Goods, unless and until such additional or deviating terms have been agreed to in writing by both parties.

3. **PRICE/PAYMENT.** Unless specifically set forth in the Quotation all prices valid for 30 days from quote issuance. Lead times contained within the quote are estimates, and are subject to change due to prior sales. Payments are to be made in U.S funds. Unless otherwise specified all invoices are to be prepaid via credit card (without approved credit terms) due net 30 days from date of Shipment (with approved credit terms). Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law.

4. **WARRANTY/REMEDY.** All warranties and remedies for defective Goods are set forth in the Swagelok Limited Lifetime Warranty, a copy of which can be located at: <https://www.swagelok.com/downloads/webcatalogs/EN/MS-13-123.PDF> and which is incorporated by reference herein.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST DATA, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES. EXCEPT FOR DEATH OR BODILY INJURY RESULTING FROM SELLER'S NEGLIGENCE OR WILLFUL MISCONDUCT, SELLER'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF, OR RELATING TO, THE GOODS WILL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL PURCHASE PRICE FOR THE GOODS GIVING RISE TO THE CLAIM.

6. **ACCEPTANCE OF GOODS, DELIVERY AND TRANSPORTATION.** Buyer shall immediately inspect the Goods upon receipt. Unless Buyer provides Seller with written notice of any claim or shortages of or defects in the Goods within 10 days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. In the absence of shipping and packing instructions, Seller shall use its own discretion in choice of carrier and method of packing.

7. **TITLE AND RISK OF LOSS.** All goods are shipped F.O.B. Origin, and as such, title to any Goods sold and risk of loss of such Goods passes to Buyer upon delivery by Seller to carrier, and any claims for losses or damage thereafter shall be made by Buyer directly to carrier. Any exception to F.O.B. Origin terms will require that full value be declared on outgoing shipments.

8. **CREDIT TERMS.** All orders and shipments shall at all times be subject to the approval of Seller. Seller reserves the right to decline to make shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach or nonperformance in whole or in part.

9. **TAXES.** Any sales, use or similar taxes, export charges, fees or other levies, taxes or surcharges now or hereafter imposed in connection with the production, sale, delivery, use or proceeds of the Goods shall be payable by Buyer.

10. **TERMINATION.** Orders cannot be terminated, cancelled or modified, or shipment deferred after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to reasonable charges for expenses incurred and work executed by Seller or its suppliers. Buyer shall be obligated to accept any portion of the goods shipped or delivered by Seller pending Seller's written approval of cancellation. Orders for custom made material may not be cancelled after Seller has been in production unless Seller agrees in writing.

11. **RETURNS.** Delivered Goods returned to Seller require prior written approval from Seller before such Goods will be accepted. Handling, inspection, restocking and invoicing charges will be accessed, if applicable, plus any outgoing packing and freight expenditures paid by Seller.

12. **NO WAIVER.** Forbearance or failure of Seller to enforce any of the terms and conditions stated herein, or to exercise any right accruing from default of Buyer, shall not affect or impair Seller's rights arising from such defaults; nor shall forbearance or failure be deemed a waiver of Seller's rights in case of any subsequent default of Buyer.

13. **SEVERABILITY.** If any provision of these Terms and Conditions is unenforceable or invalid, these Terms and Conditions shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof.

14. **ASSIGNMENT.** These Terms and Conditions shall be binding upon and shall inure to the benefit of the successors and assigns of Buyer and Seller.

15. **FORCE MAJEURE.** Seller will not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of Seller, including but not limited to fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labor, energy, raw materials, production facilities, or transportation.

16. **COMPLIANCE.** Each party will comply with all applicable laws, regulations, and ordinances, and Buyer will comply with the export and import laws and regulations in effect as of the date of shipment of the Products of any country involved in the transactions contemplated hereby.

17. **GOVERNING LAW; VENUE.** All matters arising out of or relating to these Terms and Conditions are governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan. Each party irrevocably submits to the exclusive jurisdiction of the federal or State courts located in Oakland County, Michigan in any the suit, action or proceeding.

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18. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

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19. ADDITIONAL PROVISIONS FOR CUSTOM SOLUTIONS. If the Goods listed in the Quotation include any Custom Solutions then these additional terms and conditions shall apply and are included in the definition of “Terms and Conditions” above.

a. **Additional Limitation of Liability.** In no event, regardless of cause, shall Seller assume responsibility or be liable for: (a) to the extent permitted by law, indemnification of user or others for costs, damages, or expenses each arising out of or related to the parts or services provided, or (b) certification, unless otherwise specifically provided for in writing by Seller.

b. **Modification or Cancellation.** Following Buyer acceptance of the Quotation by placement of a purchase order or signing of the Quotation, any modification to the Custom Solutions Goods may result in additional charges. Should Buyer cancel after Buyer’s acceptance of this Quotation or placement of a purchase order, Buyer shall pay for the costs incurred in the performance of the work on the Custom Solutions Goods up to termination; the sum to be paid will not exceed the amount quoted for the Custom Solutions Goods.

c. **Safe Product Selection.** When selecting a product, the total system design must be considered to ensure safe, trouble-free performance. Assembly and component function, material compatibility, and adequate ratings are the responsibilities of Buyer. Proper installation, operation, and maintenance are the responsibility of Buyer. Buyer shall review all bill of materials, product information, drawings, and any other Custom Solutions Goods documentation to verify that it meets Buyer’s needs.