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THE PROTECTOSEAL COMPANY TERMS AND CONDITIONS

1. Quotations, unless otherwise stated, are valid for a period of 30 days. Purchase orders based on a quotation are subject to credit approval and Protectoseal's written acceptance. Typographical errors and omissions on quotations are subject to correction.
2. The written quotation shall be controlling and shall not be amended or modified except by a written agreement signed by an authorized official of each party, expressly referring to the quotation. By placing a purchase order based on a quotation Buyer agrees that any conditions contained in the purchased order, at variance with these conditions, shall not be applicable.
3. Once a purchase order has been accepted by Protectoseal, it may only be cancelled prior to shipment. In the event of an order such a cancellation a restocking fee will apply. Certain built-to-order items are non-cancellable and non-returnable.
4. Prices quoted are in U.S. dollars and do not include, unless otherwise stated, any federal, state or local taxes, charges for special packaging, or other charges for export shipments, all of which the Buyer agrees to pay. Buyer agrees to pay all costs, including, but not limited to, collection agency fees, insurance deductibles and copayments, reasonable attorneys' and accounting fees, court costs and other expenses of collection, incurred by Protectoseal as the result of any default by Buyer in any of the terms hereof.
5. Prices quoted are F.O.B. Protectoseal's shipping point unless otherwise stated, with transportation costs handled as quoted. The Buyer is responsible for any loss or damage in transit. In all cases of shortages Protectoseal must be notified within 10 days after receipt of shipment by the Buyer. Transportation prices quoted are based on a method and route of shipment selected by Protectoseal unless otherwise stated.
6. The indicated shipping dates are estimates only based on the availability of materials and Protectoseal's manufacturing schedules which reflect current business conditions. Protectoseal will advise more accurate shipping dates when it acknowledges the receipt of an order. All shipments are contingent upon fires, accidents, strikes and other causes beyond Protectoseal's control.
7. The majority of Protectoseal Products are mechanical devices the operation of which may degrade due to wear, corrosion and aging of components. The environment and conditions of use will determine the operation, performance and safe service life of these products. Periodic inspection and maintenance are essential.
8. Many Protectoseal products are manufactured for the storage, transport, transfer and use of toxic, flammable and dangerous liquids and gases. Such substances should be handled by experienced and trained personnel only, using accepted governmental and industrial safety procedures.
9. Protectoseal's Product Warranty applies to the items quoted. Please refer to Protectoseal's Product Warranty at www.protectoseal.com/corporate/product_warranty.pdf.

Protectoseal warrants to the original user and it only, that products and repair parts that it manufactures are free from defects in materials or workmanship under normal use and service until the expiration of 12 months from the date of the initial shipment from the factory. This Limited Warranty is applicable to parts that are not expendable by nature that are installed and used in accordance with Protectoseal's printed instructions and all applicable federal state and local regulations.

Protectoseal will, at its option, repair or replace such parts, or parts that are claimed to be defective, without charge to the user provided inspection at the factory substantiates any claimed defect. No product may be returned for inspection except upon prior authorization by Protectoseal and shipment to factory with transportation costs prepaid.

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If within 30 days after Buyer's discovery of what Buyer believes is a defect, Buyer notifies Protectoseal in writing, Protectoseal shall, at its sole option, repair or replace (F.O.B. point of manufacture) the product or component found to be defective. Failure by Buyer to give such written notice within 30 days shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects.

The original user shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which Protectoseal equipment is to function. No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use or performance of the equipment or any part thereof shall be deemed to be a warranty of the Protectoseal Company for any purpose, nor give rise to any liability or obligation of the Protectoseal Company whatsoever. If Protectoseal provides technical advice to Buyer, whether or not at Buyer's request, with respect to the application, further manufacture or other use of the products and parts, Protectoseal shall not be liable for such technical advice and Buyer assumes all risks of such advice and the results thereof.

Protectoseal neither assumes nor authorizes any person to assume for Protectoseal any other liability in connection with the sales and/or use of said merchandise. The use by any Representative, purchaser or original user of any non-Protectoseal attachment, feature, device or modification on / or to the Protectoseal equipment, or any part thereof, manufactured or furnished by the Protectoseal Company, without the express prior written approval of the Company shall void any and all warranties made herein on behalf of the Company. This warranty shall not apply to any merchandise which shall have been repaired or altered outside Protectoseal's factory in any way so as, in the judgment of Protectoseal to affect its performance, nor which has been subjected to misuse, negligence or accident, nor to any merchandise which shall have been installed or operated contrary to our instructions. The above warranty and above obligation to repair or replace are complete and exclusive and Protectoseal disclaims liability for special or consequential damages of any nature whatsoever.

The exclusive remedy of Buyer shall be a right of action to recover damages limited to the purchase price of the merchandise, as may be defective, less its salvage value.

Protectoseal shall not be liable hereunder to Buyer or others claiming through the Buyer for special or consequential damages for any reason whatsoever such cause be based on contract, negligence, strict liability, tort or otherwise. In no event shall Protectoseal be liable for loss of profits, indirect, special or consequential damages, or other similar damages.

Except as specifically provided herein, there are no other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose with respect to the products and parts whether used alone or in combination with any other products or material.

The Protectoseal Company shall not be liable for any damages caused by delay in delivery, installation or furnishing of the equipment or services.

No representative of the Protectoseal Company has the authority to change this warranty in any manner whatsoever and no attempt to repair or promise to repair, or replace the product covered by this warranty by any representative of the Protectoseal Company shall extend this warranty in any manner whatsoever.

The majority of Protectoseal Products are mechanical devices the operation of which may degrade due to the wear, corrosion and aging of components. The environment and conditions of use will determine the operation, performance and safe service life of these products. Periodic inspection and maintenance are essential.

The above warranty and the above obligation to repair or replace are complete and exclusive and Protectoseal expressly disclaims liability for special consequential damages of any nature whatsoever.

This agreement shall be construed, and the rights and obligations of the parties hereto under this agreement shall be determined, in accordance with the laws of the State of Illinois.

Many Protectoseal products are manufactured for the storage, transport, transfer and use of toxic, flammable and dangerous liquids and gases. Such substances should be handled by experienced and trained personnel only, using accepted governmental and industrial safety procedures.

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