

GALLAGHER Fluid Seals, Inc.
Terms and Conditions of Sale

The following sets forth the terms and conditions for the sale of all products by GALLAGHER Fluid Seals, Inc. (the "Seller"). All terms and conditions are subject to change. All Purchasers are specifically directed to please review these Terms and Conditions of Sale prior to placing any request for price quotations or orders, as each quotation and order is subject, without charge, to each Term and Condition set forth herein. To view/download a PDF version of these Terms and Conditions of Sale, please click [here](#).

Quotations:

All price quotations are made and all orders are subject to the prior approval of Seller's Credit Department, before acceptance by Seller.

Prices:

The prices stated in the Seller's quotation shall be firm for 30 days from the date of the quotation, unless Seller provides notice of change prior to acceptance. Prices include domestic packing and bulk packaging. An additional charge will be made for special packing or packaging done at Purchaser's request.

Payment:

Payment terms are Net 30 days effective from actual date of invoice F.O.B. shipping point, and failure of Seller to receive payment in full on the 30th day hereunder shall entitle Seller to interest applied to the total amount remaining due of 1% per month, compounded annually until fully satisfied. To the extent Seller incurs any costs as a result of Purchaser's failure to fully satisfy all amounts due to Seller, Seller shall be entitled to payment from Purchaser of those costs, including reasonable attorneys' fees, as an additional charge hereunder, and subject to the 1% per month interest on the costs that remain unpaid.

Manufacturing Leeway:

Because of the difficulty in manufacturing a definite number of parts, the Seller is allowed a 10%, over-or-under-run leeway on the quantities called for on any order.

Taxes:

Any sales, use or excise taxes levied by any governmental authority on or applicable to merchandise sold shall be separately stated, and added to the invoiced price of the merchandise sold, unless Seller is provided with a valid sales, use, or excise tax exemption certificate upon acceptance by Seller.

Delivery:

Delivery of products to a carrier at Seller's shipping point shall constitute delivery to Purchaser, and all risk of loss or damage in transit shall pass to Purchaser at that time. Seller shall not be held responsible or liable for any loss or damage resulting from a delay in the delivery of the merchandise or any failure to perform its obligation to Purchaser if the causes of such delay or failure are attributable to acts of God, governmental authority, Purchaser, due to strikes, embargoes, supply shortages, or other causes beyond the reasonable control of Seller. In the event any delay occurs because of these causes, Seller may, at its sole option, extend the date of delivery by at least the period of time attributed to the delay.

Cancellation:

Purchaser agrees to advise Seller of cancellation (whether wholly or in part) immediately by telephone with a confirmation in writing. Upon receipt of Purchaser's notification of cancellation, Seller will arrange to have all work on the products stopped as promptly as reasonably possible. If Purchaser ordered products that are "special orders" and Purchaser cancels this Agreement, Purchaser shall take delivery of and make payment for such products as have been completed and such are in process, as well as material purchased, or products for which Seller is obligated to purchase for use in manufacturing the special order on the date notification of cancellation is received by Seller.

Returns:

Purchaser shall make requests for return of Seller's products within thirty (30) days from the date of shipment. No product shall be accepted for return without Seller's prior written authorization. All returned goods are subject to inspection and acceptance by Seller.

Claims:

Purchaser shall present claims for shortages or for erroneous charges to Seller in writing/email within ten (10) working days after receipt or access to the merchandise or such claims shall be deemed waived. Purchaser's receipt of products shall constitute a waiver of any claim for delay. Claims for defective merchandise must be made within thirty (30) days from the date of shipment. Returned shipments will not be accepted by Seller unless previously authorized by Seller in writing. All returned goods are subject to inspection and acceptance by Seller.

Warranty:

NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE MADE BY SELLER OTHER THAN THAT THE MATERIALS CONFORM TO THE DESCRIPTION ON THE REVERSE SIDE OF THIS AGREEMENT. At Purchaser's request the Seller may provide technical advice and recommendations free of charge. Purchaser understands that such technical advice and recommendations are based on technical data, which the Seller believes to be reliable, as well as Purchaser's descriptions which Seller relies upon, and are to be considered advice only and **not** warranties. The technical advice and recommendations are intended for use by persons having the skill and knowledge that is customary in the industry and is followed at their own discretion and risk. Purchaser assumes sole responsibility for results obtained in reliance thereon.

Stenographic and clerical errors are subject to corrections.

Limitations of Liability:

Seller's total liability to Purchaser for any and all causes of action, regardless of form, shall be limited to the aggregate purchase price of the products sold to Purchaser as stated in the price quotation and actually paid by the Purchaser. EXCEPT AS HEREIN PROVIDED, SELLER SHALL NOT BE LIABLE TO PURCHASER OR ANYONE ELSE FOR ANY OTHER EXPENSE, INJURY, LOSS OR DAMAGE, WHETHER DIRECT OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCTS OR INCREASED COST OF OPERATION OR DELAYS IN OPERATION ARISING IN CONNECTION WITH THE SALE, REPAIR, USE OF, OR INABILITY TO USE THE PRODUCTS FOR ANY REASON. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE TERMS AND CONDITIONS OF SALE.

Indemnification:

Purchaser shall defend, indemnify and hold Seller harmless from any and all liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Purchaser's breach of these Terms and Conditions of Sale. Purchaser shall also defend, indemnify, and hold Seller harmless from liability in

contract, tort or for patent or other property infringement for any products furnished by Seller in accordance with designs proposed by Purchaser or others, including but not limited to, tooling for special orders.

Assignment:

These Terms and Conditions of Sale shall inure to the benefit of and shall be binding upon the heirs, successors, and assigns of the parties hereto, including the acquirer of all or substantially all of the assets of Purchaser, as this Agreement shall be deemed an asset of Purchaser that must be acquired. Purchaser shall not assign its duties and obligations hereunder without Seller's prior written consent.

Controlling Law:

These Terms and Conditions of Sale and the relationship between the parties shall be exclusively governed by, constructed under, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. These Terms and Conditions, and the Agreement between the Purchaser and Seller shall be deemed made and accepted in Montgomery County, Pennsylvania, and any and all claims, actions, or disputes between the parties to this Agreement shall be brought exclusively in the Courts of Common Pleas of Montgomery County, Pennsylvania, regardless of issues of venue, jurisdiction or forum non-convenience, all of which are waived by the parties as a specific condition of this Agreement.

Waiver:

No waiver by Seller of any breach of the terms and conditions hereof by Purchaser shall be effective unless made in writing. Failure of Seller to object to provisions contained in any purchase order or other communication from Purchaser (including but not limited to penalty clauses) shall not be construed as acceptance of those provisions or as a waiver of these Terms and Conditions of Sale.

Integration and Merger:

These Terms and Conditions of Sale, as well as the price quotation, are the latest published Terms and Conditions of Sale in effect at the time of acceptance of an order, and any special condition of sale contained in writing, signed by an authorized representative of Seller are the complete and exclusive statement of the terms of the Agreement between Purchaser and Seller. All prior proposals, negotiations and representations, if any, pertaining to this transaction are merged into these Terms and Conditions of Sale. Except as stated herein, no other terms, conditions, agreements or understandings, in any way modifying or adding to these Terms and Conditions of Sale, whether contained in Purchaser's work order or form of acceptance or elsewhere, shall be binding on Seller unless made in writing and signed by an authorized representative of Seller. Any writings or communications by Purchaser with Seller not reduced to writing and signed by an authorized representative of Seller are hereby deemed rejected by Seller, and shall not be in any way enforceable, nor constitute a term or condition of this Agreement.