

AQUALINE INCORPORATED
TERMS & CONDITIONS OF SALE TO QUALIFIED DISTRIBUTORS

Terms:

All invoices mature from invoice date, not from receipt of invoice or materials.

F.O.B:

All sales are F.O.B. Aqualine Warehouse. Will calls not picked up after 5 days from notification will be shipped by common carrier under normal freight terms.

Freight:

Prepaid to one location on net invoices over \$1,000. Shipments to AK and HI, prepaid freight on net invoice amounts over \$2,500. Prepaid to one location on net invoices over \$1,500 on Romac orders only. All other shipments are shipped freight collect.

Credit:

Credit and eligibility for distributor prices will be established prior to acceptance of the initial order. Shipments will be held for any account with an unsatisfactory payment status. Past due accounts will be subject to a 1-1/2% monthly surcharge.

Prices:

Subject to change without notice.

Order Requirement:

We accept any order amount and quantity on all products unless specified.

Shortages:

Aqualine must be notified of shortage within 5 days from receipt of goods or shipment will be considered complete. No debit memos will be accepted until Aqualine has made a final disposition on the claim.

Restocking:

A 30% restocking charge will be applied to all returned restock items. Written factory authorization must be obtained prior to any returns. All products are subject to inspection and if not resalable will be designated as scrap or returned to distributor. Price marked, discolored, and/or obsolete items will not be accepted. Restock returns must be made on freight prepaid by the sender. No debit memos will be honored until Aqualine issues a credit memo.

Product Design:

Aqualine reserves the right to redesign, alter or modify its products without incurring liability, including inventory or future repair.

Limited Warranty

Aqualine Incorporated, hereinafter called "Aqualine", warrants that parts manufactured by it shall be free from defects in material and workmanship, under normal use and service, for a period of five years from the date of purchase to its trade customers. This five year period shall be known as the "warranty period". Aqualine will furnish or repair parts found to be defective, within the warranty period, at no charge under our defective return procedure. Aqualine's liability is solely limited to original cost of the parts and no payment will be made for consequential or incidental costs of damages caused by the product failure.

Aqualine can not and does not assume liability for defective products not manufactured or supplied by us, even though such products may be used in conjunction with our own. Aqualine reserves the right to redesign, alter, or modify its products without incurring liability for obsolete parts or product inventory. No agent or representative of Aqualine has the authority to waive or alter this printed warranty or to make any representation or warranty not contained herein or to extend this warranty to anyone other than Aqualine trade customers. This warranty shall not be deemed a customer warranty and shall not extend to anyone other than those who purchased products from Aqualine for resale. The foregoing warranties are exclusive and are in lieu of all other warranties (whether written, oral, or implied) including warranty of merchantability in any other respects than expressly set forth above, and warranty of fitness for a particular purpose.