



# Pawling Engineered Products

**Pawling Engineered Products, Inc**

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## GENERAL CONDITIONS OF PAWLING ENGINEERED PRODUCTS OFFER

### AGREEMENT

The purchaser's order and the acknowledgement by Pawling Engineered Products ("Pawling EP") of the order shall constitute the entire agreement between Pawling Engineered Products and the purchaser. Modifications, changes, cancellations or suspensions shall not be binding upon Pawling EP unless approved by Pawling EP upon terms, which will compensate and reimburse Pawling EP for all loss. Printed or stamped provisions contained in purchaser's orders that are inconsistent with the written, printed or stamped provisions of any quotation shall not be binding on Pawling EP. Quoted prices are exclusive of any city, county, state, provincial or federal taxes.

### DELIVERIES

Delivery schedules quoted are Pawling EP's best estimate, based on conditions prevailing at the time of quotation. However, deliveries cannot be guaranteed, since conditions may change due to accidents, fires, floods, regulatory delays, delays of carriers, ability to obtain material and qualified labor, and other reasons beyond the reasonable control of Pawling EP.

### CREDIT

Pawling EP's standard terms of payment for domestic orders from pre-approved accounts are Net 30 days from the date of the invoice, from international accounts, a Letter of Credit confirmed through a United States bank. Other terms can be negotiated. Unless expressly indicated, there is no provision in the price for the retention of any portion of payment beyond the thirty day limit.

### QUANTITIES

The prices on the acknowledgement are based on the quantities offered. Since engineering and setup are frequently a significant factor in price, should the quantities be reduced, there may be an increase in price. Pawling EP reserves the right to close an order at a shipment quantity of  $\pm 10\%$  of the original order quantity.

### CANCELLATION

In the event of a cancellation, the purchaser is obliged to reimburse Pawling EP for lost profits as well as for expenses incurred up until the time of cancellation, including material, labor, overhead, selling, general and administrative expenses, based on standard Pawling EP rates. Included in these expenses are all costs related to engineering/design/drafting effort whether or not any material has been supplied or is in process.

### TOOLING

Buyer shall participate in the cost of any tools, dies or molds produced by or for Pawling EP in order to manufacture goods for Buyer. However, title and ownership shall remain with Pawling EP.

### DEFECTIVE MATERIAL

Pawling EP agrees to replace or issue credit for, at its option, all products which are defective because of material or workmanship, provided that the defect is not a result of the purchaser's design or specifications, and further provided that the claim therefore is made by the purchaser in writing within 60 days after receiving said product. Pawling EP will not be held responsible, nor will any claim be allowed for consequential damages or for the cost of labor or charges of any kind incurred outside of the plant of Pawling EP, this to include costs of transportation, removal, installation, or other losses resulting from such defect. No other warranty is expressed or implied.

### LIABILITY

In the event any of the products produced under the purchaser's order infringe or are claimed to infringe any patent, copyright of trademark, or in the event the use of any such product by purchaser or any third party results in a claim against Pawling EP for negligence, strict product liability, or breach of any warranty not expressed in writing herein, the purchaser hereby agrees to indemnify and save harmless Pawling EP from any and all claims, suits, demands or judgments and any and all amounts incurred from settlements entered into with or without the purchaser's consent.

### DISCLAIMER

Pawling EP has a well-deserved reputation for manufacturing high quality products and giving long and dependable service, even under severe use. However, because our products are handled, installed, and used under varying conditions, and maintenance of such products is controlled exclusively by the user, Pawling EP disclaims all responsibility for damage or injury resulting from use of these products, and the purchaser assumes all responsibility for, and agrees to indemnify Pawling EP from, any and all claims arising directly from these products and/or their use.

<b>Pneuma-Seal®</b>	Inflatable Seals
<b>Pneuma-Cel®</b>	Inflatable Bladder Clamps
<b>Cepure®</b>	Specialty Septa
<b>ePFE®</b>	Perfluoroelastomer Seals
	Special <b>Rubber</b> Fabrications