

TERMS AND CONDITIONS OF SALE

Limited Warranty

Seller warrants each of the products and parts sold hereunder, under normal use and service, and subject to user's compliance with any operating instructions and other directions given by seller to be free from defects in materials or workmanship for a period of one year from date of shipment from seller's plant. Seller's liability under this warranty shall be limited, at seller's option, to repairing or replacing any such defective products, FOB seller's plant Houston, Texas and reimbursing purchaser's shipping cost, subject to the following: (1) Timely receipt of purchaser's written notice that such products are defective, (2) seller's written authorization to purchaser for the return of such products, (3) the return such products to seller with shipping charges prepaid and (4) seller's inspection of and confirmation that such products are defective in materials or workmanship. If seller's inspection shows that the products returned are defective due to dirt, rust, or any foreign material not attributable to seller, improper usage, over tightening on threads, abuse or incorrect reassembly in the field or other cause not due to seller's improper manufacture, seller will, subject to purchaser's written authorization, repair or replace such products at the then prevailing labor shop rate and cost of materials. Seller's factory inspection and testing will be made available to purchaser upon request. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS OR MECHANICALITY. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO REPRESENTATIVE OF SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR WARRANTIES EXCEPT HEREIN.

Under no circumstances shall Seller be liable to buyer or any third party for any loss of profits or other direct or indirect costs, expenses, losses or consequential damages arising out of or as a result of any defects in or failure of its products or any part or parts thereof or arising out of or as a result of parts or components incorporated in Seller's equipment but not supplied by seller.

This warranty excludes the following: 1) filter housings used for filtering brackish water, sea water, or where water analysis shows TDS and or Chlorides are in excess of 1,000ppm, 2) gaskets and o-rings, once used, 3) altered products and 4) products without Seller's identification label(s).

It is the purchaser's responsibility to make certain the filtrate is compatible with all materials procured. Stainless Steel is not 100% non-corrosive. It is the purchaser's responsibility to complete a comprehensive water analysis (including but not limited to Chlorides, TDS, and pH) to determine suitability of material. It is the purchaser's responsibility to inform seller of any application where TDS levels are in excess of 1,000ppm, chlorides are in excess of 1,000ppm and/or pH level is in the range of 5. Different surface treatments are available to protect the housing from deterioration.

Term and Conditions

Payment terms are Cash In Advance (CIA) by Electronic Funds Transfer (EFT), or any major credit card, unless credit has been established. Minimum order to establish credit is \$250.00. Once credit is established, payment terms are net 30 unless otherwise stated on invoice or previously agreed to in writing with the Seller. All prices are FOB, Houston, Texas, U.S.A. It is the buyer's responsibility to handle all claims for damaged goods or shortages directly with the freight carrier. No goods shall be returned without a return material authorization



(RMA), issued by the seller. All goods authorized for return are subject to a 25% restocking charge, based upon the invoice amount for the item(s) in question.

Clear Lake Industries Holdings, L.L.C. (CLI) reserves the right to change the content of this publication at any time without notice.

These terms and conditions supersede any previously published terms and conditions. Any changes to these terms and conditions must be made by CLI and authorized in writing.

Minimum Orders

Minimum order is \$50.00 per shipment.

Order Processing

CLI requests all orders be placed in writing with an attached quotation from CLI as verification of the purchase price, otherwise pricing cannot be guaranteed. Verbal orders and verbal changes to orders will be accepted only with the understanding that CLI is not responsible to cover freight charges for returned merchandise placed or charged by verbal order. Further, all items returned for credit placed with a verbal order are subject to a 25% restocking charge unless confirmation has been received prior to shipment.

Price Changes

All prices are subject to change at any time and without notice.