



MAZZEI GENERAL TERMS AND CONDITIONS OF SALE

PLEASE READ CAREFULLY

EXH# 2050-001 (Rev C)

All sales by Mazzei Injector Company, LLC (MAZZEI) are subject to and made upon the following terms and conditions.

1. GENERAL PROVISIONS

These General Terms and Conditions of Sale become part of and are binding upon Seller and Buyer upon our acceptance of Buyer's Order and/or Purchase Order. Buyer's Order and/or Purchase Order is an offer to purchase and is accepted only upon confirmation by MAZZEI and shipment. As to any conflict between Buyer's Purchase Order and these General Terms and Conditions of Sale, these General Terms and Conditions of Sale control. **The Buyer is warned, therefore, to read the following carefully to see that it reflects those terms that are acceptable to the Buyer.** These General Terms and Conditions of Sale cannot be modified, amended, extended or altered orally and any term or condition altered or amended must be in writing and signed by an authorized officer of MAZZEI. The terms and conditions contained in any work order, change order, purchase order, or other document or instruction which are in writing and signed by an authorized officer of MAZZEI and which are different than or in addition to these terms and conditions, shall be construed with these terms and conditions, the specific controlling and overriding the general. These terms and conditions shall not be altered, amended, modified, supplemented, waived or cancelled without the written approval of an authorized officer of MAZZEI. The sale and these terms shall be construed in accordance with the laws and jurisprudence of the State of California.

2. PAYMENT

PAYMENT IS DUE IMMEDIATELY. The obligation of MAZZEI to ship on an open account is conditioned on its satisfaction with prior credit approval and non-delinquent status of the Buyer. MAZZEI shall make that determination in its sole discretion and according to its own standard of satisfaction with Buyer's credit, as long as MAZZEI acts in good faith. Open account terms are net thirty (30) days unless otherwise agreed to by both parties in writing. All past due accounts are subject to a 1½% per month (18% per annum) late charge on the past due balance.

3. DELIVERY

All freight is F.O.B. Bakersfield, California. The standard shipping procedure is via UPS or other reasonable carriers as determined by MAZZEI. The buyer may also arrange for delivery, which then the condition is Ex-Works.

- 3.1 PERFORMANCE IS CONDITIONAL. In addition to any excuse provided by California Commercial Code sections 2613-2615 or by other applicable law, MAZZEI will be excused from liability for non-delivery or delay in delivery arising from any event beyond MAZZEI's control, whether or not it was foreseeable by either party, specifically including but not limited to acts of God, terrorist acts, wars, fires, labor disputes or strikes, and other acts or developments beyond the control of MAZZEI.
- 3.2 RETURNS. Prior approval by MAZZEI is required before returning any merchandise. All returns are subject to a 25% restocking charge and must be shipped freight prepaid. Returned goods must be in new and saleable condition. Custom made or special items may not be returned. No returns will be accepted if a claim in writing is not made to MAZZEI within 10 days after receipt of shipment.
- 3.3 SHORTAGES. MAZZEI must receive notification in writing of any shortages within 7 days of receipt of shipment.

4. WARRANTY

- 4.1 PERIOD OF WARRANTY. Subject to the limitations set forth below, MAZZEI warrants that for a period of twelve (12) months after sale to Customer, as defined by the date of product shipment from MAZZEI, MAZZEI's Products (except for the specific warranties for polypropylene (PP) plastic and polyvinylidene fluoride (PVDF) plastic injectors, set forth immediately hereafter) shall be free from defects in material and workmanship. With respect to PP injectors and PVDF injectors, MAZZEI warrants: (a) for a period of three (3) years after sale to Customer PP injectors shall be free from defects in material and workmanship; (b) for a period of six (6) years after sale to Customer, PVDF injectors shall be free from defects in material and workmanship.
- 4.2 PROCEDURE FOR WARRANTY CLAIMS. In the event any Products are found to be defective during the warranty period, Customer must contact in writing an Authorized MAZZEI Dealer as promptly as possible. Dealer will coordinate with MAZZEI to process all warranty claims. In the event the Dealer cannot or will not respond to the Customer, Customer may contact in writing the MAZZEI Warranty Department directly. MAZZEI will issue a return authorization number ("RMA") after validation of the nature of the claimed defect. No products shall be returned without prior issue by MAZZEI of a RMA number. Dealer or Customer, as appropriate, shall return the Product(s) to MAZZEI with the RMA clearly affixed to the product and postage prepaid to the following address: 500 Rooster Drive, Bakersfield, California, 93307 USA. Attn: Warranty Claims Division.
- 4.3 MAZZEI'S OPTIONS IN RESPONDING TO WARRANTY CLAIM. MAZZEI will, at its sole option, either repair or replace any Product(s) that appear, to MAZZEI's satisfaction, to have been defective in material or workmanship. Any repair or replacement hereunder may, at MAZZEI's option, contain newly manufactured or reconditioned used parts which are equivalent to new.

- 4.4 EXCLUSION FROM WARRANTY COVERAGE. The foregoing warranty shall become void and will not apply if (a) the Product(s) has/have been tampered with in any way or attempts to repair it/them have been made by any person other than a MAZZEI employee or authorized Dealer's technician; or (b) non-MAZZEI supplied parts/products used in conjunction with the Product have damaged the Product; or (c) damage which occurred in shipping is apparent or subsequently proved; or (d) the Product(s) is/are damaged by catastrophe, fault or negligence of any person or entity other than MAZZEI; or (e) the Product(s) is/are damaged by use of the Product(s) for purposes other than that for which it has been specifically designed.
- 4.5 SUBJECT TO CHANGE. This limited warranty is subject to change by MAZZEI from time to time upon thirty (30) days' written notice.
- 4.6 TIME LIMITS. Any action for breach of this warranty shall be brought no later than two (2) months after the expiration of the warranty period.
- 4.7 LIMITATIONS ON WARRANTY. MAZZEI'S OBLIGATION UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS AT MAZZEI'S SOLE DISCRETION, AND SPECIFICALLY EXCLUDES ANY CONSEQUENTIAL DAMAGES ARISING FROM ANY DEFECTIVE PRODUCT. ANY AND ALL COSTS OF REMOVAL, INSTALLATION AND/OR REINSTALLATION, AND FREIGHT CHARGES ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. THERE ARE NO OTHER EXPRESS PRODUCT WARRANTIES.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY PROVIDED HEREIN. SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PURPOSE.

MAZZEI DOES NOT WARRANT THAT PRODUCTS WILL MEET OR CONTINUE TO MEET CUSTOMER SPECIFICATIONS OR THAT ANY OR ALL ERRORS, MALFUNCTIONS AND DEFECTS CAN OR WILL BE CORRECTED. MAZZEI DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

- 4.8 DISCLAIMER. Any recommendations for particular products and/or system design, whether contained in this document, within a drawing, communicated by electronic means, or given verbally, are intended solely as guides to actual system design. Such recommendations are based upon information and intended operating conditions supplied by others, the accuracy of which is beyond verification by MAZZEI. Likewise, the actual operation of any system utilizing the products and/or recommendation of MAZZEI is equally beyond the control of MAZZEI. Therefore, MAZZEI cannot, and does not, warrant the suitability of its products for a particular or specific intended purpose or service, nor the performance of any system incorporating components made and/or sold by MAZZEI. No representation nor warranty as to any product's in-the-field performance, if different than or broader than that as set forth and limited herein, shall

be binding on MAZZEI unless set forth in writing and signed by an authorized officer of MAZZEI.

4.9 CHOICE OF LAW, VENUE AND ATTORNEY'S FEES. The provisions of these Conditions shall be interpreted according to the laws of the State of California, United States of America, without regard to any conflict of laws provision. The proper forum for any dispute or controversy arising out of any sale shall be the Kern County Superior Court, Bakersfield, California, USA. In the event of litigation, whether on contract or in tort, the prevailing party shall be awarded reasonable attorney's fees and costs of suit.

4.10 NOTICE. All notices to be given with respect to these Conditions, any sale agreement and applicable purchase orders hereunder shall be given to MAZZEI at the following address:

Mazzei Injector Company, LLC
500 Rooster Drive
Bakersfield, CA 93307 USA.

Notices to Buyer will be directed to the addressee appearing on Buyer's Purchase Order or to Buyer at the address appearing on MAZZEI's order confirmation.