



TERMS & CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS OF SALE ARE TO BE MADE A PART OF ALL QUOTATIONS, CONTRACTS AND/OR SALES MADE BY THERMALINE, INC. (THE COMPANY)

TERMS OF PAYMENT: Terms of payment are as specified in the quotation or on the invoice. If terms of payment are not specifically stated to be otherwise, they are to be Net Cash against shipping documents.

PRICES: Prices do not include any state or local taxes, which may apply to the sale. Any such taxes are the Buyer's responsibility. Stenographic and clerical errors are subject to correction by The Company.

DELIVERY: Promises of delivery are based upon best expectations of The Company's ability to fulfill the contract or order, but The Company cannot be held responsible for damages or losses on account of delays in delivery due to any cause.

LIMITED WARRANTY: Equipment of Thermaline, Inc., is warranted by The Company for a period of one year from the date of delivery against defects in materials and workmanship when installed, serviced and operated in accordance with The Company's written instructions, subject to exclusion and limitations set forth below. The Company's sole obligations under this warranty are as follows:

- A. The Company will, at its option, repair or replace, any goods or parts, which prove to be defective in materials or workmanship during the warranty period. Damage to The Company's equipment due to abuse or misuse is excluded from this Limited Warranty. All equipment, parts, or accessories manufactured by others carry the warranty, if any, of the manufacturer only.
- B. This warranty extends only to the original Buyer and may not be transferred. It is valid only on the original installation unless The Company otherwise agrees in writing.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, OBLIGATIONS AND LIABILITIES. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. UPON BREACH OF THE WARRANTY, THE SOLE AND EXCLUSIVE REMEDY SHALL BE TO REQUIRE THE COMPANY, AT ITS OPTION, TO REPAIR OR REPLACE THE DEFECTIVE EQUIPMENT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DELAY IN WARRANTY PERFORMANCE DUE TO CAUSES BEYOND ITS CONTROL.

CORROSION EXCLUSION: The Company specifically does not warrant resistance to corrosion of stainless steels or other metals normally used in the fabrication of its equipment. The Company is not liable for loss or damage due to corrosion from exposure to aggressive liquids or atmospheres. The Company is not liable for Buyer's failure to clean or care for this equipment. Material selection is ultimately the customer's responsibility.

EXPLOSION ATMOSPHERE AND PRESSURE RELIEF DESIGNS AND DEVICES: Explosions and other excess pressure conditions within equipment are not predictable as to timing, intensity, total energy capacity, location, rate of rise and the like. In addition, they are frequently a function of a process or operation totally dependent upon the user. We affirm our best knowledge as being applied to any normal or any special requirement for safety venting protection of equipment to be supplied. Our designs and/or devices are totally subject to the approval and acceptance of the Buyer. Therefore, we make no guarantee or warranty, expressed or implied, as to the degree of protection such designs and devices will provide.

SECURITY AGREEMENT: In the event the Buyer fails to pay as agreed in the purchase contract, the Buyer hereby grants The Company a security interest in the equipment and The Company shall have the right to immediate possession of the equipment and to enter upon the premises where the equipment may be located and remove the same.

EXCLUSIONS AND OPTIONS: Installation, erection, or start-up assistance is not included unless specifically stated otherwise in the quotation. Supervisory assistance is available for installation, erection, or start-up at standard rates, plus all travel and living expenses. Electrical flings, wiring and electrical protection is not included unless specifically stated to be otherwise in the quotation. These are available at extra cost. Special codes or requirements of construction such as ASME codes or union labels are not included unless specifically stated to be otherwise in the quotation but are available at extra cost. The Company does not supply foundations and supporting structures unless specifically stated in the quotation.

GENERAL: These terms and conditions of sale cannot be supplemented or altered by any language contained in any purchase order or other Buyer's document unless accepted in writing by an officer of The Company.

RETURNS: Any items that are returned to Thermaline Inc. will be subject to a 20% restocking charge. All Freight Charges are to be paid by the Customer.

Thermaline, Inc.

1531 14th Street N.W. Auburn, WA 98001

Toll Free: 800.767.6720 / Phone: 253.833.7118 / Fax: 253.833.7168 / www.thermaline.com