

Inferno Manufacturing Corp. Terms and Conditions of Sale (effective July 21, 2008)

1. General Remarks

- 1.1 These "Terms and Conditions of Sale" shall apply to all sales, consignment arrangements (written and unwritten) and deliveries effected by Inferno Manufacturing Corp.
- 1.2 Any terms or conditions on the part of the purchaser that are additional or contrary shall not be binding on seller, even if they form the basis of the order.
- 1.3 No reference or acknowledgment by Inferno to an order of buyer shall be construed as an acceptance by Inferno of any additional or contrary printed terms or conditions.
- 1.4 Any modification of these terms and conditions must be made in writing by an officer of Inferno.

2. Conditions...Customer Responsibility...Warning...Please Consider

- 2.1 The ultimate responsibility for determining compatibility of materials with the process fluid rests with the purchaser. Inferno does not guarantee that a Liquid Level Gage is suitable or compatible with a user's specific application
- 2.2 Under no circumstances should the design ratings or application data be exceeded.
- 2.3 Always follow Inferno's Installation, Operation & Maintenance Instructions.
- 2.4 Inferno recommends that Liquid Level Gages in pressure service be used with Automatic Safety Ball Check Gage Valves.

3. Quotations

- 3.1 Quotations are made without obligation and are valid for 30 days unless otherwise specified.
- 3.2 Quotations are subject to change or withdrawal at any time prior to acceptance.
- 3.3 Inferno's cost estimates, drawings and other quotation documents shall remain Inferno's property and may not be duplicated or passed on to third parties without Inferno's consent.
- 3.4 Prior to quotation, purchaser must specify in writing any requirements imposed by any entity such as a state, municipality, county or parish, or by any regulatory authority or insurance company.

4. Prices

- 4.1 Prices are quoted in USD unless otherwise noted.
- 4.2 Any duties or taxes owed are to be paid by purchaser.
- 4.3 Prices are firm through delivery.
- 4.4 Excessive purchaser delays may result in price adjustments.
- 4.5 Upon credit approval, invoice terms are net 30 days. A finance charge of 1-1/2% per month on past due balances may apply.
- 4.6 Acknowledged orders subsequently placed on hold may be assessed a hold order charge.

5. Delivery

- 5.1 Products are sold "FOB Shreveport" or "Ex Works Shreveport".
- 5.2 In the event of Force Majeure - an exceptional event such as war, act of God, flood, fire, or any cause beyond Inferno's control - Inferno may cancel, temporarily suspend or only partially fulfill its contracts without liability.
- 5.3 All promises of shipment are estimates only.
- 5.4 Products offered from stock are subject to prior sale.
- 5.5 The risk of loss of products in transit shall pass to purchaser when the product is delivered to the carrier for transportation.

6. Changes or Cancellation

- 6.1 Changes made after order entry may result in a price adjustment and a revised ship date.
- 6.2 Cancellation of an order may result in cancellation charges, including but not limited to material and labor costs already incurred.

7. Returns

- 7.1 Items may not be returned without prior approval.
- 7.2 Inferno reserves the right to determine if an item is eligible for return.
- 7.3 Restock and/or handling charges may apply.

8. Warranty

- 8.1 This warranty does not cover incompatibility of material with the process fluid, deterioration by corrosion, erosion or any cause or failure other than defect in material or workmanship.
- 8.2 With the exception of glass, all products manufactured by Inferno are warranted against defects in material or workmanship for a period of one year from the date shipped when used within the temperature and pressure range for the process for which they were manufactured.
- 8.3 This warranty is limited to replacement, without charge, of parts found by Inferno to be defective in material or workmanship.
- 8.4 This warranty is effective provided that installation, operation, maintenance and service of the products are done in accordance with Inferno's Installation, Operation and Maintenance Manuals.
- 8.5 This warranty excludes special, indirect and consequential damages, and does not extend to claims for labor, expenses or other losses.
- 8.6 Inferno's liability to the purchaser, whether based upon warranty, contract or negligence, shall not exceed the cost of correcting defects in the products.
- 8.7 The installation of replacement parts by parties other than Inferno renders the product ineligible for warranty.
- 8.8 Inferno makes no other warranties whatsoever and specifically disclaims any legally implied warranties of merchantability and fitness, including but not limited to any implied warranties of merchantability and fitness for a particular purpose.

9. Inspection

- 9.1 Inspection may take place during normal business hours provided 48 hours advance notice has been given.
- 9.2 Inspection shall not interfere with plant operations.

10. Nuclear Limitation of Use

- 10.1 Inferno products may not be used in services subject to the requirement of Section III of the ASME Boiler and Pressure Vessel Code unless specifically authorized in writing by Inferno.
- 10.2 Purchaser accepts responsibility for insuring that Inferno products are not used in violation of this limitation; purchaser shall indemnify and hold Inferno harmless for any and all liability arising out of any improper use.

11. Patents

- 11.1 With the exception of items made specifically for purchaser according to purchaser's specifications, Inferno warrants that its products do not infringe on any valid U.S. patent.
- 11.2 Purchaser must promptly notify Inferno of any claim or suit involving purchaser in which an infringement is alleged.

12. Damages

- 12.1 Inferno shall not be liable for any special, indirect, consequential or coincidental damages of any kind whatsoever, whether growing out of the use, inability to use, failure, defect, condition, delivery, non-delivery, or otherwise, of any Inferno product.