

# Terms and Conditions

**General Conditions:** All orders are subject to acceptance by Accurate Gas Control Systems, Inc (AGCS). Keyboard entry and clerical errors are subject to correction. No oral or subsequent modifications of any of the following general provisions or of any term or condition of any order shall be binding unless agreed to in writing by AGCS and Buyer. AGCS reserves the right to make changes at any time, without notice, in prices, specifications, and models in the interest of advancing design technologies. AGCS will continue to service obsolete models only as parts remain available, and such service is considered by AGCS to be practical.

**New Orders:** Any new purchase orders over 100K are required 30% deposit to AGCS. This deposit should accompany the purchase order payable to Accurate Gas Control Systems, Inc.

**Terms:** Domestic customers with approved credit may order on open account (NET 30 days from the date of invoice payment terms, a finance charge of 1.5% per month will be added to invoices over 30 days). Orders from domestic customers who do not have approved credit will be accepted on a COD basis. COD payments must be made by bank wire or company check. Shipments will be suspended on delinquent accounts unless satisfactory arrangements have been made and accepted in writing. Terms for international customers require Wire Transfer payment upon shipment or I.L.O.C. (Irrevocable Letter of Credit). All financial transaction costs (wire transfers, Letters of Credit, and/or customer bank charges) are assumed by the customer.

**Warranty:** Accurate Gas Control Systems, warrants its product against defects in material or in workmanship when used under appropriate conditions and in accordance with appropriate instructions for a period of no less than one year from the date of shipment of the product.

AGCS' sole obligation shall be to repair or replace at AGCS options FOB Oldsmar, Florida or locally, without charge, any parts(s) that prove defective within the warranty period, provided the customer notifies AGCS promptly and in writing of any such defect. Compensations for labor by other than AGCS employees will not be AGCS obligation. Parts replacement shall not constitute an extension of the original warranty period.

AGCS makes no warranty of merchantability, fitness for a particular purpose, or any other warranty, expressed or implied, as to the design, sale installation or use of its products, and shall not be liable for consequential damages resulting from the use of its products.

While AGCS personnel are available to advise customers concerning general applications of all manufactured products, oral representations are no warranties with respect to particular applications and should not be relied upon if inconsistent with product specifications of the terms stated herein.

AGCS will not assume responsibility for unauthorized repairs or failure as a result of unauthorized product modifications, or for repairs, replacement, of modifications negligently or otherwise improperly made or performed by persons other than AGCS employees or authorized representatives.

**Limitation of Liability:** Other than those expressly stated herein, there are no other warranties of any kind, express or implied, and specifically excluded but not by way of limitation, are the implied warranties of fitness for a particular purpose and merchantability.

It is understood and agreed AGCS' liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by the purchaser, and under no circumstances shall AGCS be liable of special, indirect, incidental or consequential damages. The price stated for the equipment is a consideration in limiting AGCS' liability. No action, regardless of form, arising out of the transactions of this agreement may be brought by the purchaser more than one year after the cause of action has accrued. AGCS' maximum liability shall not exceed and buyer's remedy is limited to either (1) Repair or replacement of the defective part of the product, or at AGCS' option (2) Return of the product and refund of the purchase price, and such remedy shall be buyer's entire and exclusive remedy.

**Cancellation:** All products are custom made to customer-supplied requirements and any order which has been accepted by AGCS after 5 days of placement may be canceled only with the consent of AGCS which shall be given upon the Buyer's agreement to pay AGCS a 30% cancellation charge of the total sales order amount.

**Returns:** Accurate Gas Control Systems, Inc. will not accept any product returns of any type for any reason.

THIS DOCUMENT SETS FORTH THE ENTIRE AGREEMENT BETWEEN THIS COMPANY AND YOUR COMPANY WITH RESPECT TO THE SALE AND PURCHASE OF GOODS OR PROVIDING SERVICES. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHICH MAY BE CONTAINED IN ANY DOCUMENT PROVIDED BY YOUR COMPANY WHETHER PREVIOUSLY OR SUBSEQUENTLY PROVIDED, ARE HEREBY OBJECTED TO AND REJECTED.

