

Standard Terms and Conditions of Sale

7/1/2015

GENERAL

All sales and transactions are subject to CDPW, Inc. "Standard Terms and Conditions of Sale" unless otherwise stated in a sales contract.

PRICES

All prices are subject to change without notice and are subject to any increases that may be in effect on the date of the shipment. Prices are F.O.B. Edgewater, FL 32132 unless otherwise stated in the sales contract.

PAYMENT TERMS

Terms and conditions of payment will show on invoices at the time of shipment or as may be otherwise stated in writing by an officer of CDPW, Inc. CDPW, Inc. reserves the right to add a finance charge on all past due accounts. If a finance charge is added, it will at the rate of 1-1/2% monthly, 18% annually.

ORDERS

All orders taken by CDPW, Inc. representatives are subject to acceptance and approval by CDPW, Inc. in Edgewater, FL. Orders entered directly to CDPW, Inc. are subject to the same acceptance and approval. Orders that include "custom" specifications must have all specifications provided in writing at the time the order is entered.

PACKAGING

Equipment will be packaged or boxed in accordance with CDPW, Inc. standard policies and in such a way as to protect the equipment during shipment. Any "special" packaging requests can be made directly to CDPW, Inc. and may or may not require an additional charge.

FREIGHT & SHIPMENT POLICY

Promised ship dates are approximate and in no affect the terms of the sale unless otherwise stated in writing by an officer of CDPW, Inc. Requests for specific shipping methods or carriers can be made directly to CDPW, Inc. on collect shipments. On full freight allowed shipments CDPW, Inc. reserves the right to choose shipping methods and carriers.

CLAIMS

No claims for allowances shall be considered unless presented immediately upon the receipt of goods; nor will CDPW, Inc. be held responsible for breakage or shortage after equipment is delivered and accepted by the carrier. All claims are subject to the terms and conditions of CDPW, Inc. Limited Warranty.

CDPW, Inc. * 710 West Park Ave. * Edgewater, FL 32132 * 386-426-1345

RETURNS

Equipment can be returned for credit only after receiving written authorization and RGA number (return goods authorization number) from CDPW, Inc. All equipment must carry the RGA number to be accepted by CDPW, Inc. All returned equipment is subject to a 35% restocking fee. "Custom" orders or stock equipment that has been modified cannot be returned.

LIMITED WARRANTY

Complete Dewatering Pumps & Wellpoints, Inc. (CDPW, Seller) warrants the pumps and equipment it manufactures to be free of defects in material and workmanship, under normal use and service, for a period of one year from date of delivery. This limited warranty is effective only if the equipment is used as directed, is not subject to misuse, negligence, or accident, and is not altered, treated, or repaired by someone other than CDPW or its designee. Items such as engines, motors, vacuum pumps, not manufactured by CDPW shall bear only the limited warranties offered by their respective manufacturers. Seller's obligation under the warranty is limited to repair or replacement at its factories of any part or parts subject to this warranty, which will be returned to the seller with transportation charges pre-paid, and which seller's examination shall disclose to its satisfaction to have been defective. Parts of the product repaired or replaced under this warranty will be covered for the warranty period only.

CDPW shall not be liable for consequential damages or contingent liabilities including, but not limited to; loss of life, personal injury, loss of crops, loss due to fire or water, property damage, and consequential trade or commercial loss arising out of the failure of CDPW's product. No proximate, consequential or other damages shall be recoverable.

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