

CDPW Inc.
dba Complete Dewatering Pumps & Wellpoints
Standard Terms and Conditions of Sale

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 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 way 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.

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.**

CDPW Inc. dba Complete Dewatering Pumps & Wellpoints 12 Month Limited Warranty

Coverage: CDPW Inc. dba Complete Dewatering Pumps & Wellpoints (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 twelve (12) months from date of purchase by the original end user.

Exceptions: This Limited Warranty shall not apply to the following products and parts: engines, motors, trade accessories and other products, components, or materials, not manufactured by CDPW. With respect to submersible pumps, the pump and motor are an integral unit and are therefore warranted as a unit. However, with respect to the electrical components in submersible pumps, this warranty is valid only when electrical controls for the pump have been specified and/or provided by CDPW. Wear and tear on any product resulting from abnormal use is not covered by this Limited Warranty.

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, and controls 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 for 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.

LIMITATIONS: CDPW'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO ITS PRODUCTS AND PARTS IS THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

EXCLUSIVE REMEDY AND DAMAGES:

The sole and exclusive remedy for breach of this Limited Warranty by CDPW, and the entire extent of its liability for such breach or for damages arising and/or resulting from the use of the products and parts covered by this Limited Warranty shall be as follows:

1. Repair or replacement: If inspection shows that any CDPW product or part covered under this Limited Warranty is defective in materials or workmanship, CDPW shall repair or replace the defective product or part at its option without charge. You must have properly installed, maintained, and used the product or part claimed to be defective in accordance with the maintenance schedule and/or manual which comes with the product. No allowance will be made for labor, transportation, or other charges incurred by you in connection with such repair or replacement.
2. To obtain the above remedy:
 - a) Immediately notify CDPW at the address below of the claimed defect in materials or workmanship and provide the serial number or date code of the product and/or part. Provide a copy of the invoice or bill of sale referencing the product and/or part by no later than the expiration date of the Limited Warranty period.
 - b) CDPW will advise whether inspection of the product and/or part will be necessary and whether and how repair or replacement will be affected. If inspection by CDPW is necessary, the product or part must be sent freight prepaid to CDPW at the address stated below. Return shipment of the repaired product or part will be F.O.B. the address stated below.
3. Damages: CDPW's liability for damages for breach of this Limited Warranty shall not exceed the amount of the purchase price of the product or part in respect to which damages are claimed.

IN NO EVENT SHALL CDPW INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES FOR BREACH OF THIS LIMITED WARRANTY OTHER THAN AS STATED HEREIN.

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.

Some states do not allow the exclusion or limitation of incidental or consequential damages. Accordingly, the above may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state and province to province.

CDPW Inc. dba Complete Dewatering Pumps & Wellpoints
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