

Terms & Conditions of Trade

(a) Basic Terms. PacFlange provides a limited warranty on the Goods of its own manufacture sold by it to the Buyer thereof, against defects of material and workmanship (the “Limited Warranty”).

(b) Coverage. This Limited Warranty covers the repair or replacement or the refund of the purchase price, as PacFlange may elect, of any defective products regarding which, upon discovery of the defect, the buyer has given immediate written notice. PacFlange does NOT warrant the merchant ability of its product and does NOT make any warranty express or implied other than the warranty contained herein.

(c) Third Party Products. Accessories, equipment and parts not manufactured by PacFlange are warranted or otherwise guaranteed only to the extent and in the manner warranted or guaranteed to PacFlange by the actual manufacturer, and then only to the extent PacFlange is able to enforce such warranty or guarantee.

(d) Limited Liability. PacFlange’s liability for any and all claims, damages, losses and injuries arising out of or relating to its performance or breach of any contract of sale of goods and the manufacture, sale delivery, re-sale, repair, or use of any goods, shall NOT exceed the agreed price of such Goods. The Buyer’s remedy shall be at PacFlange’s option, the replacement or repair of the Goods. This shall be the buyer’s sole, exclusive and only remedy against PacFlange. **IN NO EVENT SHALL PACFLANGE BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS, GOODWILL, INCURRING OF MACHINERY DOWNTIME, DESTRUCTION OR LOSS OF ANY CAPITAL GOODS, LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY OTHER TYPE OF DAMAGES WHETHER SIMILAR TO OR DIFFERENT FROM THIS LISTING.**

(e) Latent Defects. In cases of defects in materials or workmanship or defects arising from the selection of material or processes of manufacturer, such defects must be apparent in the Goods within three (3) months, after delivery and acceptance of the Goods to the Buyer.

(f) Exclusions. PacFlange shall, as to each aforesaid defect, be relieved of all obligations and liability under this Limited Warranty if:

1. The Goods are operated with any accessory, equipment or part not specifically approved by PacFlange and not manufactured by PacFlange or to PacFlange’s design and specifications, unless the Buyer furnishes reasonable evidence that such

installation was not a cause of the defect; provided, that this provision shall not apply to any accessory, equipment or part, the use of which does not affect the safety of the Goods;

2. The Goods shall not be operated or maintained in accordance with PacFlange’s written instructions as delivered to the Buyer, at any time or from time to time, unless the Buyer furnishes reasonable evidence that such operation or maintenance was not a cause of the defect;

3. The Goods shall not be operated or maintained under normal industry use, unless the Buyer furnishes reasonable evidence that such operation was not a cause of the defect;

4. The Goods shall have been repaired, altered or Modified without PacFlange’s written approval or, if the goods shall have been operated subsequent to its involvement in an accident or breakdown, unless the Buyer furnishes reasonable evidence that such repair, alteration, modification, operation, accident or breakdown was not a cause of the defect; provided, however, that this limitation insofar as it relates to repairs, accidents and breakdowns, shall NOT be applicable to routine repairs or replacements or minor accidents or minor breakdowns which normally occur in the operation of a machine, if such repairs or replacements are made with suitable materials and according to standard practice and engineering;

5. The Buyer does not submit reasonable proof to PacFlange that the defect is due to a material embraced within PacFlange’s Limited Warranty hereunder.

(g) Warranty Term. This Limited Warranty made by PacFlange contained in these Terms and Conditions, or contained in any document given in order to carry out the transactions contemplated hereby, shall continue in full force and effect for the benefit of the Buyer, save and except, no warranty claim may be made or brought by the Buyer after the date which is twelve (12) months following delivery and acceptance of the Goods pursuant to this Contract.

(h) Expiration and Release. After the expiration of this Limited Warranty’s period of time, as aforesaid, PacFlange shall be released from all obligations and liabilities in respect of such warranty made by PacFlange and contained in this Contract or in any document given in order to carry out the transactions contemplated hereby.