



## EXCEL FLUID GROUP STANDARD TERMS & CONDITIONS

The following terms and conditions apply to any project and are subject to change without prior notice.

### ACCEPTANCE

- Excel Fluid Group LLC (EFG) will supply equipment in accordance with final approved submittal.

### PROJECT DELAYS

- **Submittal Approval Delays**
  - If submittal approval from the engineering team and project owner takes more than 90 days, after a complete submittal packet has been submitted from Excel Fluid Group's project management team, then EFG reserves the right to submit a project price adjustment for any supply chain increases.
- **Jobsite Delays After Submittal Approval**
  - If a project is delayed after submittal approval has been received, project specific stop-work fees will be assessed due to lost production time, interruption to scheduled work, and project management time to coordinate with our supply chain to put production on hold.

### SHIPMENT & DELIVERY

- FOB Origin freight prepaid and add, unless otherwise negotiated.
- Partial shipments must be accepted. All items will be identified on detailed bill of materials.
- EFG will ship equipment immediately if the certified test results meet required design criteria.
- All shipment dates are after receipt and acceptance of order by EFG (including approved submittals if applicable).
- If any conditions occur that were unforeseen at the time of acceptance by EFG, which prevent compliance with delivery schedule(s), EFG shall not be liable for damages, general, consequential, or otherwise, or for failure to give notice of any delay.

### INDEMNITY/DEFECT RETURNS

- EFG must be notified of damaged or lost equipment within 24 hours of delivery.
- Responsibility for care and protection of all materials is transferred to client upon equipment delivery and receipt at jobsite.
- EFG does not accept liquidated damages.
- EFG will not be liable for any loss, damage, cost of repair, incidental or consequential damages of any kind, whether based upon warranty, contract, or negligence, and arising in connection with the sale, use or repair of the equipment supplied by EFG. EFG's maximum liability shall not, in any case, exceed the contract price for the equipment proven to be defective or unsuitable.

### CANCELLATION/TERMINATION

- Any legal proceedings resulting in an order cancellation or dispute shall be conducted in the State of Ohio and under the laws of the State of Ohio.
- If cancellation occurs, the Seller shall be entitled to payment based on the following schedule, unless the cancellation is due to the Vendor's inability to provide material within the project time frames or other agreed upon timings as the project develops.
  - 1) Before Submittal Approval – 10% of the total order value
  - 2) 03 days after Submittal Approval – 50% of the total order value
  - 3) 30 days after Submittal Approval – 70% of the total order value
  - 4) 60 days of Submittal Approval – 90% of the total order value

### TAXES

- Sales Tax will be applied to the invoice unless tax exempt certificate is provided.

### PAYMENTS for Orders Greater than \$50,000.00

- A copy of the "Payment Bond" is required.
- A Schedule of Values with Invoice Points will be established for the project. Projects will require a deposit of 20% upon receipt of approved equipment submittals.
- Invoicing for stored material must be accepted. Supporting documents and equipment pictures will be supplied. Payment of invoices for stored materials is calculated on invoice date, not material receipt date. If the Customer requires their materials to be stored at our facility, payment is to be remitted according to the invoice date.
- Terms of Payment are as follows: EFG Accounts Department approves credit limits; Net 30 days terms from date of invoice: Final payment is due upon completion of startup and training or 90 days from written notification of readiness to ship product to the jobsite, whichever occurs first.
- If Credit Limit is not approved, final payment will be required prior to delivery.

### FIELD STARTUP & OPERATOR TRAINING

- Start-up services will be performed only if account is in good standing with EFG.
- EFG field startup and operator training, not to exceed one (1) day, unless otherwise negotiated. Startup must be completed within 90 days of the date of shipment from EFG and the EFG startup checklist must be completed and returned prior to scheduling.
- If startup & training is not required, then the balance of the project value will be invoiced in full at time of shipment to the jobsite.
- Any startup service requested after the 90-day window, will incur a field service call-out fee plus any associated equipment fees to ensure the pump station is operating as designed.
- EFG requires a certificate of insurance naming EFG as an additional insured to the Buyers General Liability Insurance policy.

#### Corporate Headquarters

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#### Excel Fluid Group, LLC

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