

TERMS & CONDITIONS OF SALE

WARRANTY AND DAMAGES

Deca Vibrator, Division of Deca Products, Inc. (hereinafter referred to as "the Company") warrants the equipment to be free from defects in material and workmanship under normal use, proper installation, and proper operating conditions and environment. Except as to warranties of title, THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES AND SUPERCEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED FROM THE COMPANY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. The Company's liability under this limited warranty shall be limited to repairing or replacing any parts which prove defective, at its facility in Bridgeview, Illinois, if returned to the Company's said facility with shipping charges prepaid within a period of (12) months from the date of shipment. THERE SHALL BE NO LIABILITY FOR ANTICIPATED PROFITS, NOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, DIRECT OR INDIRECT, FOR LOSS OF USE OF THE EQUIPMENT OR OF ANY INSTALLATION INTO WHICH THE EQUIPMENT MAY BE PUT UNDER THIS LIMITED WARRANTY. The Company's liability for warranty of component parts included in the equipment which the Company has purchased as a manufactured unit from a recognized manufacturer thereof, shall be no greater than the warranty liability assumed by the supplier or manufacturer of such component parts. In no event shall the Company be liable for CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM DIRECTLY, OR INDIRECTLY, FROM THE FAILURE OF SUCH COMPONENT PARTS.

It is the Company's policy that it is the responsibility of the employer-owner of the equipment, and not the Company, to comply with the provisions and regulations under the Occupational Safety & Health Act of 1970 (hereinafter OSHA) as well as any other Federal, State, or Local Standards which might exist as to health and safety. Therefore, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY LOSS DIRECT OR INDIRECT, ARISING OUT OF OR RESULTING FROM THE OPERATION OF EQUIPMENT SOLD BY THE COMPANY AS SUCH OPERATION PERTAINS TO OSHA OR ANY OTHER FEDERAL, STATE, OR LOCAL STANDARDS WHICH MIGHT EXIST REGARDING HEALTH AND SAFETY.

DELIVERY The shipping dates given by the Company are approximate, and the Company will use its best efforts to meet such dates. The Company shall not be liable for delay or non-delivery due to causes beyond its reasonable control, by delayed approval drawings, and including but not limited to acts of God, casualty, acts of civil military authority, labor disputes, transportation or material supply difficulties or any interruption of its facilities due to extended power failures, lack of fuel, governmental laws, ordinances, rules and regulations whether valid or invalid.

STORAGE Equipment on which manufacture or delivery is delayed by request of the Buyer may be placed in storage by the Company either in the Company's plant or elsewhere as may actually be agreed upon. All costs and risks for such storage will be for the Buyer's account.

TRANSPORTATION Unless the Buyer issues specific shipping instructions, the Company will choose the method of shipment. Claims for damages in shipment are to be made by the Buyer direct to the carrier.

RETURNS Return of equipment or parts for credit will be permitted only after written authorization and shipping instructions have been obtained from an Officer or Division Sales Manager at the Company's headquarters in Bridgeview, Illinois. All costs of handling and all transportation charges are for the Buyer's account. Unauthorized collect shipments will be rejected by our receiving facilities.

CANCELLATION The buyer may cancel an order only with the written approval of an Officer of the Company at its headquarters in Bridgeview, Illinois. The Buyer shall pay to the Company the reasonable costs and expenses for any equipment manufactured, work in progress, engineering and cancellation charges which may be incurred by the Company from its suppliers and subcontractors, plus the Company's usual rate of profit for similar work.

STANDARD TERMS & CONDITIONS OF SALE

QUOTATIONS Written quotations are submitted for acceptance within 30 days from the date of issuance, or within any other period of time as may be specified in the quotation. Verbal quotations are invalid unless confirmed in writing. Our recommendations will be prepared on the basis of technical data available on your product and application at time of inquiry. The Company assumes no liability for fitness of purpose when insufficient or incorrect data has been supplied at time of inquiry. Under certain conditions, the Company reserves the right to request a partial down payment. All quoted prices are f.o.b. origin, unless otherwise specified in our quotation.

ORDERS In the event that contrary language is contained in the Buyer's purchase order, confirming order, or terms and conditions of sales, each purchase and sale transaction shall be governed exclusively by the Company's Standard Terms and Conditions of Sale and Warranty and Damages. Each purchase order shall not become binding upon the Company until it has been accepted by an Officer or the Division's Sales Manager at its headquarters located in Bridgeview, Illinois. All orders must show complete description of equipment, quantity, price, and shipping date(s) required by the Buyer.

TERMS OF PAYMENT Terms of payment are net thirty (30) days from the date of invoice unless otherwise stated in the Company's quotation. The Company reserves the right to make partial shipments and render invoices accordingly. All invoices that remain unpaid beyond thirty days from the date of issuance shall bear interest at the rate of one and one-half percent (1 ½%) per month until paid in full. In the event the Company is required to file a lawsuit to recover monies owed hereunder the Buyer shall reimburse the Company for all its costs and expenses of said lawsuit including, but not limited to, its reasonable attorney(s) fees.

TAXES In additions to the price of the equipment, the Buyer agrees to pay all sales, use, personal property, excise, and any other taxes, that may be levied, assessed, or imposed upon the sale of the equipment. If the Buyer is exempt from the payment of any specific tax, that would otherwise be applicable, it shall be the responsibility of the Buyer to furnish to the Company proper exemption certificates at time of order placement.

APPROVAL DRAWINGS Installation drawings of the equipment purchased will be issued to the Buyer on request. Purchase of materials and construction of the equipment will proceed as soon as possible after receipt of approval drawings. In the event the Buyer requests drawings "for approval", materials will not be purchased nor construction of the equipment begun until the Buyer returns the "for approval" drawings marked "approved for construction". Should the Buyer return the drawings "for approval" marked "approved—except as noted" the Company will proceed with the purchase of materials and construction of the equipment as on the revised drawings are completed. Increased costs due to design changes, or construction material will be for the Buyer's account.

INSTALLATION AND OPERATION The Company will furnish the Buyer with a minimum of (2) sets of operations instructions. Additional quantities of standard operating instructions, detailed installation manuals, installation drawings, and spare parts lists may be made available at a normal charge. When requested the Company will make available the services of qualified personnel to check the final installation, make final adjustments, and instruct and maintenance of the Company equipment. The Buyer will be billed a nominal amount of \$850.00 per day plus traveling and living expenses. The normal weekday charge will be increased for services performed in excess of eight hours on weekdays, and for all services performed on Saturdays, Sundays, and legal holidays.

STANDARD WELDING AND SURFACE FINISHING SPECIFICATIONS

The Company consistently strives to manufacture the highest quality vibratory equipment both from a performance as well as an aesthetic point of view. To assure that the fabricating techniques we elect to employ on a specific piece of equipment are proper for our customer's applications, the Company has defined and described the various treatments normally used to surface finish a welded structure. At both the quotation stage and the final approval print stage, the Company will specify which type of weld finish is to be provided. If the proposed surface finish does not correspond to the requirements of the application, it will be the customer's responsibility to properly advise the Company prior to approval of the final prints. For the purpose of defining and describing welding finishes, we have made a distinction between two different areas on the equipment. The **Product Contact Surface** is the part of the equipment that is in direct contact with the product during its normal flow through the unit. The **Exterior Structural Surface** is that part of the equipment that does not come into direct contact with the product during its normal flow through the unit.

TYPE 1

This finish is suitable for equipment where good appearance is required, or where F.D.A. food specifications are in effect. Material product contact surfaces to be fabricated from #304 Stainless Steel with all welds continuous, ground smooth and free from cracks, pits, and undercuts. Exterior structure will also be fabricated from #304 Stainless Steel, but welds will conform to Type 3 finish noted below. The exterior structure will be sand blasted clean and painted with F.D.A approved white epoxy paint if Carbon Steel is used in lieu of #304 Stainless Steel.

Final finish of the product contact surfaces will be obtained by one of the following methods:

- Glass Beading (0.0059 to 0.0098 diameter beads) or
- 250 Grit Abrasive Paper with all markings in one direction or
- Sandblast Finish, Commercial SSPC-SP-6.

The method of final finish will be determined by the Company. The Welds will be inspected with a dye penetrant test after final finish is achieved if requested by customer.

TYPE 2

This finish is suitable for equipment where explosive chemicals or pigments are being handled. Product contact surfaces to be fabricated from #304 Stainless Steel, #2-B mill finish. Exterior structure will be fabricated from mild steel, with welding finished to Type 3 exterior specifications shown below. Exterior only will be finish painted with the Company standard STEEL IT or powder coated enamel, unless otherwise noted. All product contact welds are to be continuous, ground smooth free from cracks, pits and undercuts. Final finish of the product contact surfaces will be obtained by one of the following methods:

- Glass Beading (0.0059 to 0.0098 diameter beads) or
- 180 Grit Abrasive Paper with random markings or
- Sandblast Finish, Commercial SSPC-SP-6.

Weld area will be finished only. This is typically within 1" of actual weld. Remaining area will be mill finish (#2-B). There will be a visual difference in appearance between welded and untouched mill area. The Welds will be inspected with a dye penetrant test after final finish is achieved if requested by customer.

TYPE 3 — This is a standard finish for the Company equipment unless otherwise stated.

This finish is designed for the majority of industrial requirements. Product contact surfaces to be mild Steel or Stainless Steel depending on requirements. Product contact welds are continuous, rough ground or sanded to remove any high spots or burrs. No other surface preparation will be provided. Surfaces may show discoloration due to welding. Product contact welds will be visually inspected only. All Type 3 exterior welds will be intermittent (stitched, not continuous) type. Loose slag and residue will be removed from all exterior structural welds. No further weld or surface finish will be provided. All Type 3 exterior surfaces will be mild steel and painted with standard STEEL IT or powder coated enamel unless otherwise noted.