

## Terms and Conditions of Sale

All Matco-Norca and SVF Flow Controls products are sold or otherwise furnished in accordance with these Terms and Conditions of Sale. Any provision of a purchase order or other documentation submitted by customer that conflicts with these Terms and Conditions shall not be binding upon Matco-Norca and SVF Flow Controls. These Terms and Conditions supersede all prior terms and conditions.

Matco-Norca and SVF Flow Controls reserve the right to change, without notice, all list prices or discount schedules. All prices are effective at the time of order unless otherwise stated in writing by Matco-Norca and SVF Flow Controls and except in cases of tariffs or other unexpected events substantially affecting the cost of the products being sold. Sales, use, excise and other federal, state or local taxes relating to goods sold and delivered are the responsibility of the customer/buyer. A fuel surcharge may be applied to all orders contingent upon Matco-Norca's and SVF Flow Controls' discretion and fuel costs. All orders, including direct shipments, must be shipped in Matco-Norca and SVF Flow Controls determined box quantities.

A finance charge of 1.5% per month or the maximum allowable under the applicable state law will be charged for overdue accounts. Matco-Norca and SVF Flow Controls reserve the right at any time to suspend credit or to change credit terms provided herein, when, in Matco-Norca's and SVF Flow Controls' sole opinion, customer's financial condition so warrants such suspension and/or change of terms, unless Matco-Norca and SVF Flow Controls determines otherwise. The failure of customer to pay invoices at maturity date shall cause all subsequent invoices immediately due and payable irrespective of terms. Further Matco-Norca and SVF Flow Controls may withhold all subsequent deliveries until the full account is settled and Matco-Norca and SVF Flow Controls shall not, in such event, be liable for nonperformance of contract in whole or in part.

### Product Returns

Warranty Returns/Wrong Goods Shipped (Matco-Norca and SVF Flow Controls Responsible). In the event that a Matco-Norca and SVF Flow Controls product is being returned under the applicable Matco-Norca and SVF Flow Controls limited warranty or because Matco-Norca and SVF Flow Controls shipped the wrong product(s), then a Matco-Norca and SVF Flow Controls Return Goods Authorization (RGA) form is required. If Matco-Norca and SVF Flow Controls determine that the wrong product was shipped, then a full credit for the purchase price of the product will be issued. Matco-Norca and SVF Flow Controls shall have the option to field destroy any such product(s).

Customer Request. Products may be returned at the discretion of Matco-Norca and SVF Flow Controls by customer subject to the following conditions: (i) all returns must be made within 12 months from shipment; (ii) Matco-Norca and SVF Flow Controls Return Goods Authorization (RGA) paperwork is required for all product returns; (iii) any Matco-Norca and SVF Flow Controls product that a customer requests to return must be of current design, in clean, resalable condition in original packaging and in Matco-Norca and SVF Flow Controls determined box quantities. Matco-Norca and SVF Flow Controls may request to inspect any products prior to their return to Matco-Norca and SVF Flow Controls. Matco-Norca and SVF Flow Controls will not accept returns of obsolete or discontinued products.

Product returns will not be granted in the months of November and December of any year unless such return is being made as a warranty return or in the event that a Matco-Norca and SVF Flow Controls error was made in the processing or fulfillment of the original order.

Purchase order or invoice numbers are required for all returns. Credit will be issued for product returns acceptable to Matco-Norca and SVF Flow Controls minus a 20% inspection and handling surcharge for stocked material, 30% inspection and handling surcharge for assembled-to-order material. In the event that Matco-Norca and SVF Flow Controls choose to accept a returned product without a purchase order or invoice, then Matco-Norca and SVF Flow Controls, in their sole discretion, shall determine the value of the products returned. Freight prepaid by customer on all product returns. No return of non-stock or Made-to-Order product will be allowed. No product returns less than \$100 will be allowed.

Shipping Claims. All claims for shipping damages, shortages or inaccuracies on a Matco-Norca and SVF Flow Controls shipment shall be waived, unless made in writing and delivered to Matco-Norca and SVF Flow Controls within five (5) days after customer's receipt of material. Any discrepancies or damage to a Matco-Norca and SVF Flow Controls shipment must be noted on the delivery receipt before the driver leaves customer's facility. Signing "free and clear" of any type of damage or missing skid(s) means you have accepted the shipment as being complete. For Collect Shipments, shipping charges being paid by the customer, all lost in transit and damaged shipment claims shall be made directly with the carrier.

Made-to-Order Items. Orders for Made-to-Order items may not be canceled. Made-to-Order products may not be returned. Delivery of Made-to-Order products is based upon quoted estimated manufacturing lead-time.

The shipping basis is FOB Matco-Norca and SVF Flow Controls manufacturing or distribution center and the Bill of Lading signed for by the carrier will be conclusive evidence as to the shipment of the property as described therein, on the date of signature. For Alaska and Hawaii ship to destinations the shipping basis is FOB customers designated freight forwarder. Matco-Norca and SVF Flow Controls are not responsible for freight charges from the U.S. port to the end destination. Freight, transportation and shipping charges shall be paid by customer unless minimum Matco-Norca and SVF Flow Controls threshold limit is met; please consult with Matco-Norca and SVF Flow Controls Customer Service regarding applicable minimum threshold shipping limits. Alaska and Hawaii ship to destinations that exceed the minimum Matco-Norca and SVF Flow Controls threshold limit, shipping basis is FOB final destination in Alaska or in Hawaii.

Disclaimer of Warranties. Matco-Norca and SVF Flow Controls products are covered by their respective limited warranties, copies of which are published in Matco-Norca and SVF Flow Controls sales materials and will be made available to any customer upon request. Matco-Norca and SVF Flow Controls limited warranties for all of their products are available on Matco-Norca and SVF Flow Controls websites at [www.matco-norca.com](http://www.matco-norca.com) and [www.svf.net](http://www.svf.net). MATCO-NORCA AND SVF FLOW CONTROLS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND, TO THE EXTENT PERMITTED BY LAW, EXCLUDES ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO PERSON IS AUTHORIZED TO EXTEND ADDITIONAL WARRANTIES ON MATCO-NORCA AND SVF FLOW CONTROLS'S BEHALF.

Limitation of Liability. IN NO EVENT SHALL MATCO-NORCA AND SVF FLOW CONTROLS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR OTHER ECONOMIC LOSS.

Force Majeure. Matco-Norca and SVF Flow Controls are not liable for any loss or damage resulting from failure to deliver or delay caused by acts of God, transportation delays, accidents, fire, strike, civil or military authority, or any other cause which is unforeseen or beyond Matco-Norca's and SVF Flow Controls' control, including tariffs. Customer waives any obligation of Matco-Norca and SVF Flow Controls to notify it of any such delay.

Matco-Norca and SVF Flow Controls' Terms and Conditions of Sale, including the quoted price, are subject to modification at any time, and for any reason, at Matco-Norca's and SVF Flow Controls' sole discretion. A modification may be either on an individual or channel basis, as necessary to meet Matco-Norca and SVF Flow Controls business needs.