

STANDARD TERMS AND CONDITIONS

SCOPE This bulletin outlines the standard terms and conditions which apply to quotations and sales of Elliott Control Company, Ltd., a Texas limited partnership, called "Elliott" in the following paragraphs.

PRICE CHANGES Quoted prices are subject to change without notice. On orders accepted by Elliott, prices are firm for shipments made within 6 months. For shipments made more than 6 months from date of order, prices shall be increased by an index-related % change, combining BLS-1013 (Steel Mill Products) and BLS-10220106 (Domestic Copper Cathode), weighted 70:30, for changes from 2 months before order date to 2 months before shipping-date, applied as though entire price was materials.

DELIVERY Dates and schedules relating to delivery or shipment, refer to the date of delivery to the carrier. Shipping schedules are approximate, are based on acceptability of established designs, and depend upon timely receipt of complete information, including approved drawings, if required, as well as upon all other causes beyond Elliott's control, such as fire, accidents, strikes, and availability of materials.

F.O.B. POINT The f.o.b. point is the point of shipment, Houston, TX. Elliott is not responsible for loss, damage, or delay after delivery to carrier.

AT-FACTORY EXPEDITING, INSPECTION, & TESTS Prices quoted do not include At-Factory Expediting or Inspection or Witnessed Tests. Since controllers are repetitively manufactured from standard parts and assemblies, a particular order is identified in our factory only during the brief period of final assembly. Consequently, At-Factory Inspection is practical only during the brief period before test and after test. If At-Factory Expediting, Inspection &/or Witnessed Tests are required, extra charges apply.

PAYMENTS Pro rata payments are due as shipments are made or when the equipment is ready for shipment if held for the Purchaser's inspection or convenience. Cash terms are net thirty days from date of shipment to established accounts.

SALES TAXES AND SIMILAR TAXES Quoted prices do not include sales, use, excise, or similar taxes. The Purchaser is responsible for payment of any such taxes.

ACCEPTANCE, CHANGES, AND CANCELLATION Orders, contracts, and agreements, are effective only after acceptance by Elliott. Changes and cancellations may be effected only upon terms and conditions acceptable to Elliott.

WARRANTY Elliott guarantees the apparatus to be delivered will be free from defects in material or workmanship for one year from date of installation or eighteen months from date of shipment, whichever date is sooner, this guarantee being limited to the repair or replacement of the apparatus proving defective, f.o.b. point of manufacture.

LIABILITY The safe use and performance of the apparatus to be delivered, depend upon installation and procedures beyond Elliott's control. In no event is Elliott liable for damages resulting from the use and/or performance of this apparatus. In no event is Elliott liable for special or consequential damages.

