

TERMS & CONDITIONS OF SALE & OFFER

AGREEMENT TERMS

The terms and provisions herein shall be controlling and supersede any additional or different terms contained in Buyer's forms. If Buyer objects to any terms stated herein, Seller shall have the right to withdraw its acceptance of Buyer's order. No purchase order written or oral will modify this agreement unless specifically agreed upon in writing by TTE Filters, LLC. A confirming order is required prior to entry and acceptance of Buyer's orders. TTE Filters products are of custom design and manufacture and as such, orders are non-cancelable, non-changeable, and non-returnable, unless specifically agreed upon in writing by TTE.

TERMS & CONDITIONS

Determination of price, terms, and conditions of sale and final acceptance of orders is made at the Gowanda, NY sales office or at the Los Angeles sales office. Prices, terms and availability of products are subject to change without notice. Open account terms are net thirty days for established accounts in good standing. All invoices are due and payable 30 days from the date of the invoice. If in Seller's best judgment the Buyer's financial condition does not justify the terms specified herein, the Seller may require a deposit or prepayment at the time of order. TTE Filters accepts Visa, MasterCard and American Express for payment. COD is no longer available.

SHIPMENT & CHARGES

Shipment dates are approximate and based upon Seller's best judgments and are subject to factory schedules and production limitations. Seller can assume no liability, consequential or otherwise, of any sort or nature, resulting from any delay caused by act of God, fire or other casualty, accident, strike, or other cause beyond Seller's control. Lost shipments will not be replaced until freight carrier in writing authorizes the replacement at their expense. The F.O.B. point is the seller's plant in Los Angeles, California. Unless otherwise stated on the face of the purchase order shipments are via UPS ground, insured for the full value of the shipment. These fees are prepaid and added to the invoice. Also charged is a handling fee of \$5.00 per shipment. If a freight carrier other than UPS is specified an account number for that carrier is required.

SPECIFICATIONS & PRICES

TTE Filters, LLC reserves the right to discontinue any item or product without notice and to change specifications at any time without incurring any liability or obligation to produce such discontinued items. Prices are subject to change. Please call for price, delivery and specification verification before processing your order. Quotations are valid for 30 days unless specified differently on the face of the written quotation.

TRADEMARK NAME

TTE is a registered trademark of TTE Filters, LLC. All TTE® products are marked with the trademark.

PROPRIETARY INFORMATION

Technical data such as designed, drawings, tolling, specifications and related manufacturing information are proprietary to TTE, and are not included in the sale of products. All rights to all products are reserved by TTE Filters, LLC.

LIMITED WARRANTY

Products manufactured and sold by TTE Filters are warranted against defective materials and workmanship for a period of one year from the date such products are shipped to the original purchaser. In fulfillment of this warranty, TTE Filters expressly limits its liability to repair or replacement of a defective products, or providing a cash refund, at its discretion after determining the product to be indeed defective. This warranty is voided for any products that have been opened, partially disassembled, disassembled, modified, or subjected to conditions exceeding the applicable specifications or ratings. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND TTE NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ANY OTHER WARRANTY CONCERNING ITS PRODUCTS. TTE, shall not be liable for consequential damages of any nature, including and not limited to loss of profit, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers. Buyer's recovery from Seller, for any claim shall not exceed Buyer's purchase of products, irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

RETURN MATERIAL AUTHORIZATION

Prior to returning products thought to be deficient, a Return Material Authorization must be issued by TTE Filters to the Buyer. No returns of product will be accepted unless the factory has been contacted and a Return Material Authorization number has been issued. The RMA number must be accompanied by a material discrepancy report and test data. A fee to cover the analysis costs on the returned components under this warranty will be charged to the buyer if, when after examination by TTE Filters, the products are found to meet the specifications or have failed for reasons not covered by this warranty. The minimum charge for testing products found to be within specification is \$250. A new purchase order authorizing this charge is required prior to testing. No charges are made should products fail to meet specifications.