

ADDITIONAL TERMS AND CONDITIONS FOR CONTINENTAL DISC CORP., HEREINAFTER CALLED "CDC"

Order acknowledged on the front side of this document is subject to the following terms and conditions:

- 1) **EXPORT NOTICE** - Customer shall comply with all applicable U.S. export control laws and regulations and not export or re-export any technical data or information, or any product based thereon, that it receives from CDC to any country or entity to which shipment or communication is prohibited by said laws or regulations unless properly authorized to do so by the U.S. Government.
- 2) **Standard Terms of Sale:**
 - Domestic order: F.O.B. – CDC Corporation – Liberty -Missouri
 - Export order: Ex-Works – CDC Corporation – Liberty -Missouri
- 3) **QUOTATIONS** - Quotations are subject to acceptance within 30 days from the date of the proposal.
- 4) **ORDERS** - All orders are subject to acceptance by a CDC officer and will be interpreted and enforced in accordance with the laws of the State of Missouri. These terms, as part of the resulting contract, are complete and in place of any other terms that may have been previously prepared by either customer or CDC. Additions to or alterations of these terms must be authorized by an officer of CDC in writing.
- 5) **INVOICE** - CDC will invoice. Orders should be addressed to CDC, c/o our authorized Sales Representative for your area.
- 6) **TAXES** - All taxes, custom duties and/or levies imposed upon the sales, use, purchase, delivery, storage, consumption or transportation of the products ordered hereunder shall be Customer's responsibility and will be an additional charge to the quoted prices.
- 7) **PACKING AND SHIPPING** - CDC will determine the best method for delivery of products to Customer, unless Customer has furnished shipping instructions to CDC prior to the time CDC has completed packaging and shipping. Shipment schedules are based upon production lead-time, material availability, and labor conditions. CDC shall not be liable in any way for failure or delay in making shipments as scheduled. CDC reserves the right to add shipping, packaging, and processing charges on orders to cover its cost.
- 8) **CHANGES OR CANCELLATION** - Customer changes to specifications or complete cancellation of orders will result in charges to the Customer to cover any resulting material, labor, and processing costs.
- 9) **MINIMUM BILLING CHARGE** - \$250.00 Domestic / \$250.00 International per order.
- 10) **RETURNED MATERIAL** - No credit will be given for rupture discs returned to CDC. No product may be returned to CDC without a Return Authorization number issued by Seller. Collect shipments will not be accepted at CDC's plant unless authorized by prior written agreement. For further details, refer to our catalog.
- 11) **DISCLAIMER OF CONSEQUENTIAL DAMAGES** - In no event shall CDC be liable for any incidental, indirect, special or consequential damages arising out of or in connection with the use or misuse of the products sold hereunder or CDC's performance hereunder, including, but not limited to, any claimed damages for loss of use, lost profits and/or injury to persons or damage to property.
- 12) **LIMITED WARRANTY** - CDC products have a limited warranty against defective workmanship and materials for a period of one (1) year after date of invoice. In no event shall CDC's liability with respect to any of the product(s) furnished by CDC exceed the charges paid by Customer to CDC for such product(s). Customer's sole remedy for any defective product or any other breach of its performance shall be the repair or replacement of any defective product furnished by CDC that has been returned to CDC's plant at Customer's expense. IT IS EXPRESSLY UNDERSTOOD BY CUSTOMER THAT THE FOREGOING REMEDY IS CUSTOMER'S EXCLUSIVE AND SOLE REMEDY. EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 13) **WARNING** - Customer and/or user shall be responsible for designing and providing adequate venting and installation of adequate vent piping or directional flow after rupture occurs with the rupture disc as intended. When size is specified, Seller assumes that Customer has adequately provided for proper venting of a system to relieve the specific pressure requirement that has been made by Customer. Safe direction or containment of relief should be considered when processes involve toxic, flammable, or volatile materials. Extreme caution must be taken in order to prevent personal injury or property damage.

It is the user's responsibility to specify the burst pressure rating of a rupture disc at a coincident temperature at which the rupture disc is to be used. A rupture disc is a temperature sensitive device. The burst pressure of the rupture disc is directly affected by its exposure to the coincident temperature. Generally, as the temperature at the rupture disc increases, the burst pressure decreases, inversely, as the temperature at the rupture disc decreases, the burst pressure may increase. Failure to properly utilize a rupture disc at the specified coincident temperature could cause premature failure or overpressurization of a system.

The instantaneous release of pressure from a rupture disc can create loud noises. The Customer and/or user shall be responsible for calculating the sonic velocity and for protecting against hearing or any other damage to bystanders from this loud noise.

Particles may be discharged when the disc ruptures. Such particles may be part of the rupture disc itself or other environmental matter in the system. The Customer and/or user shall be responsible for assuring that these particles are directed into a safe area to prevent personal injury or damage to equipment or any other property damage.

There is no guarantee of rupture disc life. Such life span is affected by corrosion, creep and fatigue, and physical damage. These conditions will derate the disc to a lower set pressure. The Customer and/or user should be prepared to handle a premature failure of the rupture disc. The media or other environmental conditions should not allow any build-up or solidification of media to occur on a rupture disc. This may increase the pressure setting of the rupture disc.

When pressure relief devices or other products used by the Customer involve assemblies incorporating or utilizing products not manufactured by CDC or its subsidiaries, CDC and its subsidiaries specifically disclaim any and all warranties, express or implied, and disclaim any and all liability for damages, either direct, indirect, punitive, incidental, or consequential, arising from or related to the use of that portion of the assemblies not comprised of CDC or its subsidiaries' manufactured products. CDC and its subsidiaries do not warrant any component not manufactured by CDC or its subsidiaries.

Customer and/or its installer shall be responsible for the proper installation of Seller's holders and rupture discs into a system. Customer and/or its installer shall be responsible for improper installation and physical damage resulting therefrom, including, but not limited to, damage resulting from leakage, improper torquing and failure to follow installation instructions. The limited warranty hereinabove set forth shall not apply to any of Seller's products that are improperly installed.
- 14) **PATENT INFRINGEMENT** - Should the Customer's drawings or specifications infringe or allegedly infringe upon a patent or trademark, CDC will in no way be responsible for any claims or damages resulting from this infringement. Customer hereby agrees to save, defend, and hold harmless CDC from and against any and all claims or damages arising out of such infringement or alleged infringement.