



**Terms and Conditions**

1. **Acceptance**

This quotation is void at Denver Industrial Pumps, Inc.'s option unless a purchase order is placed with us within thirty (30) days from date of bid opening or date of written proposal. This quotation is limited to only those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in our quotation. Denver Industrial Pumps, Inc. will not be bound by any Terms and Conditions of the prime Contract not specifically included herein.

2. **Terms**

Net due twenty (20) days after the date of invoice unless otherwise stated in the proposal. These terms are subject to approval by Denver Industrial Pumps, Inc.'s Credit Department. Your payment to Denver Industrial Pumps, Inc. will not be dependent or contingent upon receipt of payment by you or any other parties. Any balance remaining due twenty-one (21) days beyond the due date will be subject to a monthly service fee of 1.5% until paid. Should Denver Industrial Pumps, Inc. have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse Denver Industrial Pumps, Inc. for all collection costs including reasonable attorney fees. The buyer is responsible for all bank charges and fees in connection with payment. Payment by check is not approved until the check has been cleared by the Buyer's bank.

3. **Taxes & Other Charges**

Unless otherwise indicated, no Sales, Use, Retailer's Occupation, Service Occupation, Service Use, or similar taxes and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event the buyer shall furnish Denver Industrial Pumps, Inc. with satisfactory evidence of such payments) or to Denver Industrial Pumps, Inc. if we have paid, or are required to pay, such taxes or charges. If buyer is tax exempt on this job, buyer will need to supply Denver Industrial Pumps, Inc. with an exemption certificate. Buyer agrees to reimburse Denver Industrial Pumps, Inc. for taxes that Denver Industrial Pumps, Inc. must pay on the buyer's behalf. Buyer is responsible for obtaining permits in connection with the sale or installation of the equipment.

4. **Warranty**

All equipment sold will be covered under the equipment manufacturer's warranty and their terms will apply. In the event that there is a warranty claim, Denver Industrial Pumps, Inc. will work with the Manufacturer or supplier to handle the warranty concerns. Denver Industrial Pumps, Inc. warrants all repairs, unless stated in the proposal, for a period not to exceed ninety (90) days from the date of repair completion. The warranty covers workmanship only. All parts utilized in the repair process will be covered under the manufacturer's warranty and their terms will apply. In the event that a warranty is approved, Denver Industrial Pumps, Inc. will not be liable for any loss incurred from the defective unit including but not limited to downtime, transportation costs, installation, production delays, etc. All claims are subject to evaluation and approval by Denver Industrial Pumps, Inc.

This warranty shall not apply to:

- a. Any equipment which has been subjected to misuse, neglect, or accident.
- b. Any equipment which has been altered, tampered with, or upon which corrective work has been done without Denver Industrial Pumps, Inc.'s specific written consent.
- c. Any equipment which has been operated or maintained in a manner, which in any way deviates from the maintenance, schedules, specifications, and parameters set forth in the manufacturer's Operator's Manual for such equipment.

5. **Security Interest**

Until all amounts due hereunder have been paid in full, Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

6. **Changes & Delay-Cost**

If buyer makes a change, or delays, or interrupts, the progress of the work, buyer will reimburse Denver Industrial Pumps, Inc. for any additional expense resulting from such cause. Any such changes or delays which may adversely affect the operation of the equipment will nullify the warranty unless we consent in writing thereto.

7. **Delays**

Denver Industrial Pumps, Inc. shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to the buyer's delay in promptly submitting all information necessary for Denver Industrial Pumps, Inc. to proceed with the work, the buyer's delay in approval of drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of the seller's facilities, or any of the governmental authorities. In the event of such conditions, Denver Industrial Pumps, Inc. is entitled to cancel the order or to extend the time for delivery specified herein during the continuance of such conditions and for a reasonable time thereafter.

8. **Claims**

Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment. Claims shall be confirmed in writing. Buyer shall immediately inspect the equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within eight (8) days after Buyer's receipt of equipment. Modifications to the equipment furnished by Denver Industrial Pumps, Inc. to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the order. Denver Industrial Pumps, Inc. assumes no responsibility for any costs, direct or indirect resulting from disapproval of our tender by the owner.



# DENVER INDUSTRIAL PUMPS, INC.

15165 W. 44<sup>th</sup> Avenue Golden, CO 80403 303-233-9255 FAX 303-233-9031

9. **Transportation Expense**

Unless otherwise noted, the prices shown in this proposal do not include freight to the destination shown. Freight charges will be determined after shipment. In the event that freight is included within the proposal, Denver Industrial Pumps, Inc. reserves the right to use the lowest available freight rates on a common carrier of our choice. If the buyer requires the seller to ship another way, the buyer will bear any additional expense. All freight is shipped F.O.B. factory, unless otherwise noted, and becomes the responsibility of the buyer once shipped. In order for Denver Industrial Pumps, Inc. to insure delivery, it is agreed by the buyer and Denver Industrial Pumps, Inc. that the buyer will provide Denver Industrial Pumps, Inc. with an access road to and from the job site, which road is capable of supporting trucks. The responsibility for the protection of the equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be your responsibility and not that of Denver Industrial Pumps, Inc.

10. **Liability**

It is expressly understood that the seller's liability, including that for negligence, for products is limited to the furnishing of such replacement parts, and that Denver Industrial Pumps, Inc. will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

11. **Liquidated Damages**

If awarded this contract, we will diligently execute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

12. **Installation Representative**

At the buyer's request, and subject to the seller's option and availability of personnel at time of requirement, Denver Industrial Pumps, Inc. will provide the services of a competent person to advise you concerning the installation of the equipment covered by this proposal. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layouts. These services are offered on a "no risk" basis by Denver Industrial Pumps, Inc.

13. **Cancellation**

Cancellation or suspension of a contract will be accepted only upon terms that will indemnify Denver Industrial Pumps, Inc. against loss. The buyer agrees to reimburse Denver Industrial Pumps, Inc. for all costs incurred in such cancellation, including overhead and administrative costs. Denver Industrial Pumps, Inc. may cancel the order prior to or at the time of receiving the final approval drawings if our company deems itself insecure, or determines that it is commercially unreasonable for us to proceed. In this event, the buyer will be refunded any and all deposits made to Denver Industrial Pumps, Inc.

14. **Contract**

Buyer and seller both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or any other way, except where made in writing and signed by the buyer and a Denver Industrial Pumps, Inc.'s authorized officer.

15. **Arbitration**

Any controversy or claim arising out of or relating to this transaction shall be settled by arbitration in accordance with Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitration may be entered in any court having jurisdiction hereof.

16. **Confidential Information**

All information and data herein furnished to Buyer hereunder, relating to price, size, type and design is submitted with the understanding that it is for the Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.

17. **Venue**

Any litigation arising out of or related to credit extended by Denver Industrial Pumps, Inc. or to products purchased by Customer shall take place in Jefferson County, Colorado

18. **Pre-lien's**

Upon request from Denver Industrial Pumps, Inc. Buyer agrees to provide in a timely fashion, all pertinent information regarding specific jobs for the purpose of filing pre-lien notices.

19. **Validity**

Should an individual section of these conditions – regardless of reason – be invalid, this will not affect the validity of the remainder.