

Warranties and Limitations of Damages and Remedies

Seller warrants that at the time of delivery, products delivered or services to be performed hereunder will conform to applicable drawings and specifications and will be free from defects of materials and workmanship for a period of time specified as follows.

Positive displacement meters (oscillating piston or nutating disc): Forty-two (42) months from the date of shipment from manufacturer, or thirty-six (36) months from the date of installation of products, whichever occurs first. (The meter is defined to include all components contained within the meter maincase and/or other components comprising the liquid flow path that are affixed to the meter at the time of manufacture.)

RML Model Mass Flow Meters: Thirty (30) months from date of shipment from manufacturer or date of installation. The meter is defined to include the sensor, puck and flanges.

All other products and service parts (including but not limited to registers, electronic products, pumps, etc.): Eighteen (18) months from the date of shipment from manufacturer, or twelve (12) months from the date of installation of products or the completion of services by Seller, whichever occurs first.

This warranty does not extend to:

- Normal wear of measuring chamber components.
- Accelerated wear of measuring chamber components caused by contamination of the measured liquid.
- Gaskets, seals, O-rings, diaphragms, and other expendable rubber or synthetic components and parts.
- Third party products supplied by Seller. Any warranty of third-party products will be limited to pass-through of the original manufacturer's warranty.
- Products which have been subject to misuse, abnormal use, accident, improper storage, unintended application, or unusual environmental conditions.
- Products which have been improperly installed, operated, or maintained.
- Products which have been repaired or altered outside of Seller's plant, including replacement of any original components with components not manufactured or provided by Seller, unless authorized in writing by Seller or unless such installation, repair or alteration is performed by Seller,

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY PURCHASER OR ITS CUSTOMERS INCLUDING LOST PROFITS OR REVENUE.

Upon prompt notice by Customer of any nonconformity or defect, which notice must be given within thirty (30) days from the date such nonconformity or defect is first discovered, Seller's obligation under this warranty is limited, and at its option, to replacing at its plant, with transportation charges prepaid by Customer, the product or component part thereof that is proved to be other than as herein warranted or, in the case of services, to promptly performing all reasonable repairs or replacement of defective or improperly installed products or components at Buyer's site where such defective or improperly installed components are located.

Seller's liability for any claim arising hereunder shall not exceed the price of the product or service which gives rise to the claim, or the cost by Seller to repair or replace defective products or installation, whichever is less. Customer assumes all other risk and liability for any loss, damage or injury to persons or property arising out of, connected with, or resulting from the use of Seller's products, either alone or in combination with other products.

Delivery

Delivery of products shall be FOB Seller's factory unless otherwise expressly indicated on the face hereof. Unless stated otherwise, Seller reserves the right to make changes in delivery dates or dates of services to be rendered which are requested by Customer. Any damage, shortages, or discrepancies must be reported to Red Seal Measurement customer service within 30 days of Customer receipt of the order. The RMA process will be used to correct shortages or discrepancies.

Prices

Prices are subject to change without notice. Unless stated otherwise, all orders are accepted subject to Seller's price for products or services in effect at time of shipment for products of time of performance for services. All prices are FOB Seller's factory and, unless stated, do not include shipping or applicable taxes. The minimum order amount will be \$150 net price. If the order does not meet the \$150 net minimum, it will be billed at the full list price until the order meets the minimum order amount.

Payment Terms

Payment for products delivered or services rendered by Seller hereunder is due thirty (30) days from Seller's invoice unless otherwise noted. Seller, at its option, may charge interest at a rate of 1-1/2% per month on all balances more than thirty (30) days outstanding, in addition to any other remedies it may have hereunder.

CAP ON LIABILITY

THE AGGREGATE LIABILITY OF RED SEAL MEASUREMENT AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO RED SEAL MEASUREMENT UNDER THIS AGREEMENT. RED SEAL MEASUREMENT SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. RED SEAL MEASUREMENT'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

Governing Law; Venue; Jury Trial

These Terms and performance under any Sale Document will be governed by and construed in accordance with the laws of the State of South Carolina without reference to South Carolina conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods. Exclusive venue for any claim arising out of or relating to a Sale Document shall be in Greenwood County, South Carolina. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

Flow Rate Recommendations

In order to better serve the end user and provide acceptable flowmeter life, make note of the following statements when selecting a flowmeter.

1. Minimum rates may be lowered by as much as 75% without loss of accuracy, depending on viscosity of liquid.
2. Maximum flow rates recommended depend on liquid temperature, viscosity, lubricating properties, duration of flow, and the materials used in measuring chamber construction. Rates shown are based on intermittent flow of cool liquids. For continuous service, reduce maximum by 25%. For intermittent flow of hot water or hot non-lubricating liquids, reduce maximum by 20%. For continuous flow of hot non-lubricating liquids, reduce maximum by 40%.

Condition of Sale

Shipment: F.O.B. Greenwood, SC

Shipping weights listed are approximate for estimating purposes only and may vary with flowmeter combinations and packing techniques.

Special calibration within standard flow range is \$50.00 per flowmeter. For other than standard flow range, consult factory. There is no charge for special viscosity calibration.

Add \$100.00 for factory installation of accessories not listed in the flowmeter prices. Red Seal Measurement may decline to supply meters or accessories requested.

Order Cancellation Charges

Order cancelled more than 48 hours after customer receipt of order acknowledgement will be subject to a cancellation charge equal to 10% of the net price of the order.

Stock Return

Stock returns must be pre-approved by Red Seal Measurement. A minimum of 15% restocking fee will apply. Red Seal Measurement must receive a list of the part numbers, quantities and purchase price for each item. All stock returns for credit must be new and unused. Some items, including custom or non-standard products, may be non-returnable. Products returned for credit must have been manufactured in the previous 12 months.

Material Return Procedure

Any material to be returned to the plant must be authorized by Red Seal Measurement. The receiving department will refuse acceptance of, or will return material that is received unauthorized.

The Return Material Authorization (RMA) form is used for two purposes.

- to request authorization from Red Seal Measurement to return material to the plant.
- to document warranty labor hours for credit.



To expedite an RMA, adhere to the following guidelines. (Read this in association with the RMA form.)

1. Always complete the form as fully and legibly as possible.
2. Section A. Be sure to list the "person to contact" so that, in case there is any discrepancy with the request, the appropriate person can be contacted immediately. Always complete the fax number, if applicable.
3. Section B. Red Seal Measurement will complete this section.
4. Section C. Indicate which action is applicable to the claim. If no material is to be returned and no labor charges reimbursed, do not use an RMA form. Fax a copy of an acknowledgement with the information written on it for wrong price, wrong quantity, incorrect freight bill, etc.
5. Section D. The purpose of this section is to date the material and describe the problem associated with it and what action was taken.
6. Section E is self-explanatory.
7. Section F. Red Seal Measurement will complete this section.

The completed RMA form will be reviewed by Red Seal Measurement customer service and, if approved, an RMA number will be assigned. The RMA number notification will be faxed to the customer. The customer must display the RMA number on the package being returned.

If any part of the product has been wetted with process fluid, the customer must provide a copy of the Material Safety Data Sheet and a cleaning certificate at the time the RMA is requested. A copy of the MSDS and cleaning certificate must also be attached to the outside of the packaging of the returning product.

Upon receipt at the plant, the material will be forwarded to Quality Assurance for inspection. Depending on the evaluation, the material can be scrapped, reworked, returned to stock or repaired and returned to the customer. The final disposition of the material is made by Customer Service.