



4133 Courtney Road - Unit 2 Franksville, WI. 53126
Phone: 262-835-0774 Fax: 262-835-0549

January 1, 2014

SALES / WARRANTY POLICY

PRICES: All prices are net prices and are subject to change without notice. All orders accepted are subject to prices in effect at time of shipment. Market sensitive Commodity items will be priced according to current market conditions.

MINIMUM ORDER: Pump Solutions #1 Corp appreciates your order; however, all orders are subject to a minimum \$50.00 net invoice charge; and \$100.00 on All-Flo products (excluding freight). This applies to all purchase orders.

NOTICE OF SHORTAGES: Pump Solutions #1 Corp cannot allow claims for shortages unless reported within five (5) days of receipt of the products. No products may be returned without written authorization from Pump Solutions #1 Corporation.

SALES TAX: Required to charge applicable state and local tax on every item for which sales tax exemption certification has not been provided. When ordering please indicate clearly which items are tax exempt.

PAYMENT TERMS: For customers with established credit, terms are net thirty (30) days from date of shipment unless otherwise agreed upon. If credit is not established, please include payment with order by check or through Visa, MasterCard or American Express. Cash or anticipation discounts are not allowed. All payments must be in U.S. dollars and Pump Solutions #1 Corp shall have the right of set-off and deduction for any sums owed. If Customer fails to make payment within thirty (30) days, Pump Solutions #1 Corp may defer shipments until such payment is made, or may, at its option, cancel all or any part of unshipped order. Electronic Fund Transfer is available for those who wish to handle payment in this fashion.

CREDIT BALANCE: Customer agrees that any credit balance(s) issued will be applied within one (1) year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE(S) REMAINING WILL BE SUBJECT TO CANCELLATION, AND Pump Solutions #1 Corp SHALL HAVE NO FURTHER LIABILITY.

RETURN OR REFUND POLICY: All returns must have prior written approval and must be requested within 30 days from time of invoice. The approval for return of product will be at the discretion of Pump Solutions #1 Corp and must be with the original purchaser. Restocking or repackaging charges may apply. For products classified as "Special Order", "Made to Order", "Non-Cancelable" or was modified, fabricated, or adjusted in accordance to customer request, cannot be returned. Upon approval of return, Pump Solutions #1 Corp will issue a "Return Goods Authorization" (RGA) number that must accompany the return shipment prepaid. Pump Solutions #1 Corp will make reasonable efforts to finalize the return within 5 days of receipt of goods. Prior to any refund, we will inspect and determine final condition of the product which may result in the denial of the return of the product. The amount of the refund may be dependent on restocking charges, repackaging charges, or freight allowances. In all cases, Pump Solutions #1 Corp retains the right to reject, refuse, or exclude the return of any product. All returned products must be cleaned, sanitized or de-contaminated prior to shipment, to insure employees will not be exposed to health hazards in handling said material. All applicable laws and regulations shall apply and any MSDS sheets must be included.



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FREIGHT POLICY: Unless approved by Pump Solutions #1 Corp all freight special terms apply to shipments outside the continental United States. All freight charges or any extra charge incurred for additional services, such as customer's carrier or special handling at the destination, must be paid by the customer. Title and risk of loss pass to customer on delivery to the common carrier. If product is damaged in transit, customer must file claim with the carrier.

LIMITED WARRANTY: Products are sold only with such warranties as may be extended by the manufacturer of the products we represent. We make or issue no other warranty and THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. IN NO EVENT ARE WE RESPONSIBLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, OR FOR MORE THAN THE ALLOCABLE PRICE OF THE DEFECTIVE PRODUCT. Buyer is responsible for installation and use in accordance with manufacturer's instructions. Pump Solutions #1 Corp employees are not authorized to alter this Warranty Policy.

DISCLAIMER: While dimensions in any product catalog are as accurately compiled as possible, no responsibility can be assumed for typographical errors. The right is also reserved to change dimensions without notice. Application and suitability of any product is solely at the risk and liability of the customer.

PROMPT DISPOSITION: Pump Solutions #1 Corp will make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective within warranty period. Before returning any product, immediately contact giving date and number of original invoice, and describing the defect. See "Return or Refund Policy" section above.

PRODUCT SUITABILITY: Many localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. Pump Solutions #1 Corp cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application, and local codes and regulations and be sure that the product, installation, and use will comply with them.

FAIR LABOR STANDARDS: We certify that all of our operations are in compliance with all applicable requirements of the Fair Labor Standards Acts and the regulations and orders of the U.S. Department of Labor.

ADDITIONAL TERMS Force Majeure: Pump Solutions #1 Corp shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to procure product, supplies or raw material, severe weather conditions, or any other circumstances or cause beyond our control.

ORDER CHANGES BY CUSTOMER: Orders in process may not be changed except with written consent and may be subject to special charges.

CANCELLATION: Any cancellations must be approved and may be subject to restocking and other charges.

ASSIGNMENT: Customer shall not assign any order or any interest therein without our consent. Any actual or attempted assignment without our prior written consent shall entitle Pump Solutions #1 Corp to cancel such order upon notice to customer.



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ELECTRIC DATE INTERCHANGE: If Pump Solutions #1 Corp and customer have mutually agreed to use an Electronic Date Interchange (EDI) system to facilitate purchase and sale transactions, customer agrees: that it will not contest (i) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Pump Solutions #1 Corp and customer will negotiate and agree on technical standards and methods to use in making EDI purchases, and will use proper security procedures to protect EDI records from improper access. The business records maintained by Pump Solutions #1 Corp regarding EDI purchases made by customer shall be controlling.

MODIFICATION OF TERMS: Acceptance of any order is subject to customer's assent to all of the terms and conditions set forth in Pump Solutions #1 Corp documentation, and purchaser's assent to these terms and conditions shall be presumed from purchaser's receipt of our acknowledgement, or from purchaser's acceptance of all or any part of the goods or services ordered. No addition or modification of terms and conditions shall be binding upon Pump Solutions #1 Corp unless agreed to by Pump Solutions #1 Corp in writing. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in Pump Solutions #1 Corp acknowledgement, Pump Solutions #1 Corp acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by Pump Solutions #1 Corp of any of the term and conditions contained in Pump Solutions #1 Corp acknowledgement.

COMPLETE AGREEMENT: The terms and conditions in Pump Solutions #1 Corp forms, acknowledgements, invoices, quotations, and catalog sales terms and conditions, are incorporated herein by reference and constitute the entire and exclusive agreement between purchaser and Pump Solutions #1 Corp.