

**ROCKFORD PROCESS CONTROL, INC.**  
**Proposal Terms, Conditions & Warranty**

1. **Applicable Terms.** Any order resulting from this proposal will be subject to written Acknowledgement of Rockford Process Control.
2. **Taxes.** Taxes or additional costs due to the federal, state or municipal legislation, if any, to which the prices in this proposal are subject, will be paid by the Purchaser.
3. **Duration.** The price set forth in this proposal is valid for 60 days from date on the reverse side hereof, unless withdrawn in writing by Rockford Process Control.
4. **Delivery.** Rockford Process Control will make every reasonable effort to meet the delivery period set forth on the proposal. Delivery period proposed is an estimate on conditions on the date of the proposal and is subject to review and change per Rockford Process Control's acknowledgment. All reference to delivery assumes the period to start on the date of Rockford Process Control's Acknowledgment of the Purchaser's formal written order, and all deliveries are contingent upon timely performance of the Purchaser in providing component parts/part samples, prints and approvals as may be requested by Rockford Process Control. Delivery shall be F.O.B. Rockford Process Control's plant in Rockford, Illinois. Purchaser is deemed to have agreed to extend delivery date if delay is result of Purchaser's failure to provide in timely fashion component parts/part samples, prints, and approvals as may be requested by Rockford Process Control. Credit is subject to approval. Payment terms are Net 30 Days from the date of the invoice. Cash discounts taken shall be calculated from the later of the date of the invoice date, or the date when goods are received.
5. **Delays.** Rockford Process Control shall not be liable for any loss or damage for delay or non-delivery due to acts of civil or military authority, acts of the Purchaser, or by reason of "Force Majeur," which shall be deemed to mean all other causes not reasonably in the control of Rockford Process Control, including but not limited to acts of God, war, strikes, labor disturbances, delays of carriers, inability to secure materials, labor or manufacturing facilities. Any delay resulting from such causes shall extend corresponding shipping dates accordingly.
6. **Warranties and Remedies.** Goods are warranted, to the original purchaser for use, to be free of defects in material and workmanship within such tolerances as may be customary in the industry for a period of one year from the date of the shipment. Rockford Process Control, at its option, will repair, or replace, or refund, or credit the purchase price of any part which fails within the warranty period and is found upon examination by Rockford Process Control to be defective in material or workmanship, or both. This warranty does not cover failures attributable to improper use or maintenance, exceeding rated capacity, alteration, accident, normal wear of moving parts, damages caused by shipment, or if already replaced under warranty. Accessories, and other components not manufactured by Rockford Process Control are excluded from this warranty. For services on such parts, refer to applicable manufacturer's warranty. Purchaser must give written notice to Rockford Process Control at the address shown below of any warranty claim within thirty days after failure, and if so instructed, return to Rockford Process Control the parts to be replaced or repaired, with all transportation charges prepaid by Purchaser. Replacement parts will be invoiced to Purchaser, including freight thereon, with credit issued for parts covered by this warranty. Removal and reinstallation of replacement parts shall be at Purchaser's expense. Support for non-warranty issues will be paid by Purchaser at Rockford Process Control's service rates as of the date service is provided, including reasonable travel-related expenses.  
**THERE IS NO OTHER EXPRESS WARRANTY. ANY AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED BY ROCKFORD PROCESS CONTROL. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED FROM REMEDIES AVAILABLE TO PURCHASER, AND THE REMEDIES PROVIDED IN THIS WARRANTY SHALL BE EXCLUSIVE.**
7. **Returns.** Returned goods will be accepted only if Rockford Process Control has given prior written consent. Handling, inspection, restocking and invoicing charges of 20% will be assessed against Purchaser and due upon invoicing. All returns allowed must be shipped at Purchaser's expense and must be in excellent resale condition. Material cut to Purchaser's specifications is not returnable. Special material unique to the Purchaser's requirements is not returnable.
8. **Damages.** Rockford Process Control shall not be liable under any circumstances for consequential damages arising in whole or in part from any breach by Rockford Process Control, **AND ALL SUCH CONSEQUENTIAL DAMAGES ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED BY ROCKFORD PROCESS CONTROL.**
9. **Security Interest.** Until paid in full for the purchase price, Rockford Process Control retains a security interest in all goods delivered to Purchaser, and the products or proceeds thereof, for the purpose of securing payment of any and all indebtedness of Purchaser to Rockford Process Control arising out of the sales of the goods noted hereon, together with all costs and expenses in connection therewith, including, but not limited to expenses of retaking, preserving, maintaining, preparing for sale, and selling said collateral as well as reasonable attorney's fees, court costs, and other legal expense.
10. **Attorneys' Fees.** Rockford Process Control shall be awarded its costs and attorneys' fees incurred in connection with enforcing its rights and remedies as to and against the Purchaser.
11. **Special Manufactured Goods, Drawings, and Specifications.** Purchaser shall hold harmless and defend Rockford Process Control against all loss, damage, and expense (including attorney's fees) arising from any patent or other property right infringement claims on goods manufactured in accordance with Purchaser's specifications and from any product liability claims based on alleged defects in Purchaser's design. Unless otherwise agreed in writing, all designs, specifications, engineering and drawings shall remain the sole property of Rockford Process Control and may not be used or reproduced without Rockford Process Control's written consent.
12. **Trade Uses, Governing Law.** All trade uses and customs of Rockford Process Control's industry shall apply to this sale and shall constitute part of the agreement between Rockford Process Control and Purchaser to the extent not inconsistent herewith. Except as modified herein, the Illinois Uniform Commercial Code shall govern this transaction. Typographical and clerical errors are subject to correction.
13. **Modifications.** No additions, modifications, or changes of the foregoing terms by Purchaser in connection with any order relating hereto shall be binding upon Rockford Process Control unless specifically agreed to by Rockford Process Control in writing.

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ROCKFORD PROCESS CONTROL, INC.  
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