TEIKOKU USA INC
CHEMPUMP

959 Mearns Road
Warminster, PA 18974
www.TeikokuPumps.com
(215) 343-6000
(267) 486-1037

5880 Bingle Road
Houston, TX 77092
www.TeikokuPumps.com
(713) 983-9901
(713) 983-9919

27881 State Route 7
Marietta, OH 45750
www.TeikokuPumps.com
(304) 684-2459
(304) 684-7593

TEIKOKU USA INC. TERMS AND CONDITIONS OF SALE

1. TERMS OF PAYMENT Unless otherwise stated in writing, payment shall be made in United States currency, net 30 days from the date of invoice. All payments are due at the remit-to address designated on the invoice. Prices are subject to change without notice. In the event of default on any payment, interest shall accrue from the date due at the highest legal rate permissible under applicable law. Teikoku reserves the right to suspend future shipments or cancel outstanding orders if Buyer fails to make timely payments. Buyer shall be liable for all attorneys' fees and collection costs incurred by Teikoku in connection with collection efforts.

2. ORDERS All orders are subject to acceptance by authorized personnel of Teikoku. Acceptance shall be confirmed in writing.

3. QUOTATIONS All quotations are valid for thirty (30) days from the date issued, unless otherwise stated in writing by Teikoku. Quotations do not constitute a binding offer and are subject to final approval and acceptance by authorized personnel at Teikoku locations in Warminster, PA; Houston, TX; or Marietta, OH.

4. SHIPMENTS AND DELIVERY All shipment dates are estimates and subject to prior sale, procurement conditions at the time of order acceptance, and applicable governmental regulations. Teikoku shall not be liable for any delay in delivery or failure to perform due to causes beyond its reasonable control, including but not limited to accidents, strikes, natural disasters, or supply chain disruptions. Delivery to the carrier shall constitute delivery to Buyer. Risk of loss or damage passes to Buyer at that point. Claims for damage or loss during transit must be filed directly with the carrier. Buyer shall inspect all goods upon delivery and must notify Teikoku in writing of any nonconformance within fourteen (14) days of receipt. Failure to notify within this period shall constitute acceptance. Buyer shall be solely responsible for demurrage or storage charges incurred as a result of Buyer's failure or inability to accept delivery.

5. PRICES, TAXES, AND TARIFFS Unless otherwise specified in writing, all prices are exclusive of sales, use, VAT, GST, or other applicable taxes, customs duties, tariffs, and similar levies. Buyer agrees to bear all such taxes and charges. Teikoku reserves the right to adjust pricing or apply surcharges for non-delivered Products in the event of changes in exchange rates, material and energy costs, supplier pricing, customs duties or tariffs, wages, or other governmental actions outside Teikoku's control.

6. WARRANTY Teikoku provides a limited warranty for a period of twelve (12) months from start-up or twenty-four (24) months from shipment, whichever occurs first, against defects in workmanship, material, and design. Spare or replacement parts carry a warranty of six (6) months from date of shipment. Buyer must notify Teikoku in writing of any such claim. Teikoku's obligation is limited to repair, replacement, or credit of the purchase price, at its discretion, and excludes all in-and-out, access, or related costs. This warranty excludes normal wear, tear, corrosion, erosion, unauthorized modifications, or damage due to misuse. Warranty coverage on third-party components shall be limited to the manufacturer's warranty. Consequential and incidental damages are expressly excluded. All other warranties, express, implied, oral or written, including merchantability and fitness for a particular purpose, are hereby disclaimed. All warranty claims are subject to inspection prior to any remedy being provided.

7. PATENT PROTECTION Teikoku will defend Buyer against any claim that its products infringe valid United States or Japanese patents, provided the alleged infringement arises solely from the use of Teikoku-manufactured devices and not in combination with other products. Buyer must notify Teikoku promptly and cooperate fully in the defense. Teikoku's obligation under this section shall not exceed the price paid for the allegedly infringing Product.

8. CANCELLATION Orders accepted by Teikoku are not subject to cancellation or modification without prior written consent, which may be conditioned on payment of cancellation charges. Liquidated damages for delay, if applicable, shall not exceed five percent (5%) of the total contract price or gross margin, whichever is lower, and shall be Buyer's sole remedy for such delay. Teikoku shall not be liable for penalties or liquidated damages not agreed to in writing.

9. RETURNED MATERIAL No materials may be returned without prior written authorization from Teikoku. Returned goods must be in unused condition and are subject to inspection and applicable restocking fees. Teikoku reserves the right to reject returned items.

10. ILLUSTRATIONS Catalog and marketing illustrations are for general reference only and may not reflect exact specifications. Teikoku reserves the right to modify designs without notice.

11. PREVAILING TERMS These terms and conditions constitute the entire agreement between the parties. Any conflicting or additional terms in Buyer's documents are expressly rejected. Shipment of goods following Buyer's order shall not constitute acceptance of conflicting terms. Buyer's issuance of a purchase order or acceptance of Products constitutes acceptance of these Terms and Conditions regardless of any contrary terms or conditions in Buyer's documents.

12. WAIVER Waiver of any breach shall not be construed as a waiver of any other or subsequent breach.

13. MINIMUM ORDER Orders totaling less than $50.00 net will be invoiced at a minimum of $50.00.

14. ASSIGNMENT Buyer may not assign its rights or delegate its obligations without prior written consent from Teikoku. Teikoku may assign its rights and obligations without consent.

15. WEIGHTS Weights listed in any publication are approximate and not guaranteed.

16. SPECIAL PACKAGING & TESTING Additional charges apply for special packaging, inspections, or tests requested by Buyer. All such services must be agreed in writing.

17. EXPORT COMPLIANCE AND RESTRICTED USE Buyer shall comply with all applicable export laws and regulations and Buyer agrees to certify compliance upon request. Products may not be resold or exported to restricted countries, entities, or individuals. Teikoku's products are intended for civilian and industrial applications. Buyer shall not use or resell the products for any purpose associated with chemical, biological, or nuclear weapons, or missile delivery systems, or for military or aerospace use, without express prior written consent. Buyer shall indemnify and hold Teikoku harmless from any third-party claims arising from such unauthorized uses.

18. LIMITATION OF LIABILITY TEIKOKU SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, OR COST OF SUBSTITUTE PRODUCTS, ARISING OUT OF OR RELATED TO THE SALE, DELIVERY, OR USE OF PRODUCTS, REGARDLESS OF THE LEGAL THEORY AND EVEN IF TEIKOKU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TEIKOKU'S TOTAL LIABILITY EXCEED THE PURCHASE ORDER VALUE OR THE PORTION OF SUCH ORDER RELATING TO THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.

19. FORCE MAJEURE Teikoku shall not be liable for any delay or failure to perform caused by events beyond its control, including but not limited to acts of God, war, terrorism, embargoes, labor disputes, pandemics, cyber-attacks, government orders, or supply shortages.

20. GOVERNING LAW AND JURISDICTION These Terms shall be governed by the laws of the State of Pennsylvania. Any disputes shall be resolved in the courts located in Bucks County, Pennsylvania. Buyer hereby waives any objections to personal jurisdiction or venue in such courts. At Teikoku's sole discretion, any dispute may be referred to binding arbitration under the rules of the American Arbitration Association, with proceedings held in Bucks County, Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

21. INDEMNIFICATION Buyer agrees to indemnify, defend, and hold harmless Teikoku USA Inc., its affiliates, officers, directors, employees, and agents (collectively, "Teikoku") from and against any and all claims, actions, demands, losses, liabilities, damages, penalties, fines, costs, and expenses (including without limitation attorneys' fees and court costs) arising out of or related to:

1. Buyer's misuse, alteration, or unauthorized use of the Products;
2. Buyer's resale or distribution of the Products, including any warranty, representation, or statement made by Buyer to third parties;
3. Injury to persons or property resulting from Buyer's handling, storage, installation, operation, or maintenance of the Products;
4. Violation of applicable laws or regulations by Buyer, including but not limited to export control laws;
5. Use of the Products in combination with other equipment, software, or systems not approved in writing by Teikoku;
6. Any claims brought by Buyer's employees, customers, or end users or any third party in connection with the Products.

Teikoku reserves the right to participate in the defense of any such claim and the right to approve any settlement of a claim unless the settlement includes a full and unconditional release of Teikoku.

22. SEVERABILITY If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.