



1181 Richland Commerce Drive  
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### Terms of Sale

#### GENERAL

THE FOLLOWING TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AGREEMENT FOR THE PURCHASE AND SALE OF MP FILTRI PRODUCTS (THE "PRODUCTS"). ANY ACCEPTANCE CONTAINED HEREIN IS MADE EXPRESSLY CONDITIONED UPON THE PURCHASER'S CONSENT TO THE TERMS WHICH ARE DIFFERENT FROM, IN ADDITION TO, OR VARY THE TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER OR REQUEST FOR QUOTATIONS. SUCH CONSENT SHALL BE DEEMED TO OCCUR UPON THE FAILURE OF THE PURCHASER TO OBJECT IN WRITING SPECIFICALLY TO SUCH TERM OR TERMS WITHIN 14 DAYS FROM THE RECEIPT HEREOF. ANY TERMS AND CONDITIONS CONTAINED IN THE PURCHASER'S PURCHASE ORDER OR REQUEST FOR QUOTATION WHICH ARE DIFFERENT FROM, IN ADDITION TO, OR VARY MP FILTRI'S TERMS AND CONDITIONS SHALL NOT BE BINDING UPON MP FILTRI AND MP FILTRI HEREBY EXPRESSLY OBJECTS THERETO.

#### CHANGES

Prior to the date of delivery of any Products hereunder the Purchaser shall have the right to make changes to its purchase order provided that MP Filtri receives written notice of the desired changes and accepts the same in writing and provided further that the Purchaser accepts any additional charge therefore as determined by MP Filtri. Changes which interfere with or alter MP Filtri production schedules will not be acceptable unless the time for performance is extended for such period as deemed necessary by MP Filtri. Failure of MP Filtri to accept a Purchaser's request to change its purchase order shall not be cause for the Purchaser's cancellation of its purchase order except upon payment of a cancellation charge to be determined by MP Filtri.

#### CANCELLATION

- (a) MP Filtri shall have the absolute right to cancel this Agreement upon breach thereof by the Purchaser. Failure by the Purchaser to make any payment required by this Agreement or the insolvency or bankruptcy of the Purchaser shall constitute breaches of this Agreement.
- (b) A purchase order or any part thereof which is hereby accepted by MP Filtri may not be cancelled unless and until MP Filtri receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Purchaser. Upon receipt of a notice of cancellation, MP Filtri shall be entitled to take whatever action it deems necessary and advisable to minimize cancellation charges.

#### WARRANTY

- (a) MP Filtri warrants, except as hereinafter provided, that each Product sold hereunder is assembled by it to be free from defects in assembly under normal use and service for a period of one (1) year after shipment thereof to the original purchaser.
- (b) MP FILTRI'S WARRANTY EXTENDS ONLY TO THE PRODUCTS ASSEMBLED BY IT AND IS, TO THE EXTENT PERMITTED BY LAW IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY PRIOR WRITTEN OR ORAL REPRESENTATIONS REGARDING SUCH PRODUCT MADE BY MP FILTRI, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.
- (c) COMPONENTS SUPPLIED BY ANY OTHER PARTY TO MP FILTRI WHICH ARE NOT ASSEMBLED BY MP FILTRI ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY AND COPIES OF SUCH WARRANTIES WILL BE FURNISHED UPON REQUEST.
- (d) MP Filtri reserves the right to inspect Products claimed defective under warranty either at the Purchaser's location or at MP Filtri's plant in Quakertown, Pennsylvania. A defective Product is not to be returned to MP Filtri's plant unless authorized by MP Filtri. Products to be returned shall be returned to MP Filtri's plant, freight prepaid. Any Product proving defective due to faulty assembly within one (1) year from date of shipment will be replaced or repaired free of charge F.O.B. MP Filtri's plant, Quakertown, Pennsylvania. MP Filtri assumes no liability for labor charges incidental to the adjustment service, repairing, removal or replacement of the Products or other costs, or for the expense of repairs made outside of its factory except when made pursuant to MP Filtri's prior written consent. MP Filtri, at its option, may ship a replacement or replacements immediately under standard billing and make warranty adjustment after inspection of the defective Products by means of credit memorandum.

#### DELAYS

MP Filtri shall not be liable for damages or for delays in performance due to circumstances beyond its reasonable control including, without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, insurrections, war, shortages of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of MP Filtri to perform for these reasons shall not be grounds for the Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

#### LIMITATION OF LIABILITY

No claim made hereunder by the Purchaser whether as to Products delivered or for non-delivery shall be greater than the purchase price of the Products in respect of which such claim is made, and MP Filtri shall under no circumstances be liable for consequential damages.

**MISCELLANEOUS**

- (a) This Agreement may not be assigned or otherwise transferred by the Purchaser without the prior written consent of MP Filtri, and any such assignment or transfer without such prior written consent shall be null and void and of no effect whatsoever.
- (b) MP Filtri's failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and the Purchaser's obligation with respect thereto shall continue in full force and effect.
- (c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail postage prepaid to the other party thereto at its respective address first above written. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.
- (d) The paragraph headings in this Agreement are used for convenience only. They form no part of this Agreement and are in no way intended to alter or affect the meaning of this Agreement.
- (e) This Agreement may be amended at any time by mutual agreement of the parties hereto by an endorsement to this Agreement signed by each of them.
- (f) The invalidity, in whole or in part, of any provision, of this Agreement shall not affect the validity or enforceability of any other of its provisions.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- (h) We hereby certify that the Products were produced in compliance with all the applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended and all regulations and orders of the United States Department of Labor issued under Section 14.
- (i) All reasonable legal and collection costs will be charged to the Purchaser if referred for collection.
- (j) The parties are and shall remain independent contractors with respect to each other, and nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint ventures, fiduciaries, distributors or agents. Neither party is granted any right nor any authority to assume or to create an obligation, or responsibility, express or implied, on behalf of or in the name of the other, nor bind the other in any manner whatsoever.

**TAXES**

All applicable federal, state or local sales, use, or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated unless otherwise specifically stated. MP Filtri shall have the right to invoice separately for any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same apply.

**PAYMENT TERMS**

- (a) CASH PAYMENT. Net 30 days. A service charge at the maximum rate allowed by law will be charged on balances which are over 30 days.
- (b) Unless otherwise stated, F.O.B. MP Filtri's plant, Quakertown, Pennsylvania.

**Company Name and address** \_\_\_\_\_

**Signature and title** \_\_\_\_\_

**Date** \_\_\_\_\_