

SALES POLICY: AMT Pump Company (herein "AMT") products are sold through our established Distributors. We do not sell direct to the consumer or to any organization not entitled to trade recognition. Therefore, possession of our catalogs and/or price list(s) does not constitute an offer to sell.

MINIMUM ORDER: We appreciate your order, however, all orders are subject to a minimum \$35.00 net invoice charge (excluding freight). This applies to all pump and parts purchase orders.

PRICES: Prices are subject to change without notice. All orders accepted are subject to prices in effect at time of shipment. Price adjustments may be made by Seller to reflect any substantial increases in raw material costs directly attributable to new or increased tariffs imposed by government authorities.

PAYMENT TERMS: Terms, upon establishment of credit, are Net 30 days. Past due accounts are subject to a service charge of 1.5% per month.

PAST DUE ACCOUNTS: AMT reserves the right to withhold open account shipments on any past due account. Invoices are considered past due after thirty (30) days. In the interest of sound business, all orders are subject to approval of the AMT Credit Department.

SHIPPING INSTRUCTIONS: All shipments will be made F.O.B. AMT factory or warehouse. Where instructions for shipment do not appear on the order, the shipment will be made according to our best judgment. Full risk of loss (including transportation delays and losses) shall pass to the customer upon delivery of the products to the carrier at the F.O.B. point. When loss or delay occurs, primary responsibility for tracing rests with the customer. When there is LOSS or APPARENT VISIBLE DAMAGE to a shipment, when tendered for delivery, *DO NOT* give the carrier a clear receipt. Note such damage on the carrier's delivery receipt and *HAVE THE DRIVER SIGN THE RECEIPT*.

PRODUCT REVISIONS: AMT reserves the right to discontinue, change or improve its products or any portions thereof without being obligated to provide such a change or improvement for units sold and/or shipped prior to such a change or improvement.

LEAD TIME: Products designated "Quick Ship Product", also referred to as "QSP" will normally be shipped within 24 hours of receipt of a noncancellable purchase order. Only limited quantities of "QSP" pumps are available.

STANDARD LEAD TIME: Lead time is two weeks for all non "QSP" product. AMT reserves the right to revise lead times as determined by AMT due to availability of materials and all other causes beyond AMT's control.

VIP SHIPMENT: Select AMT and IPT branded pumps are available for rush shipment and subjected to a specific model surcharge per unit noted in the respective price book. This requires calling for availability, confirmation and a non-cancellable purchase order or credit card payment prior to shipment. The expedited shipping charges are an additional cost added separately from the VIP charges per item. AMT reserves the right to revise lead times as determined by AMT due to availability of materials and all other causes beyond AMT's control. QSP quantities are limited as determined by AMT.

ALL purchase orders must be submitted via hard copy sent to AMT customer service department by fax, EDI or e-mail.

RETURN GOODS POLICY: Goods shall not be returned without a return goods authorization number (RGA) issued by AMT customer service. The RGA number must be listed on the packing list. Only current model and part numbers with a valid date code may be

returned (within one year from date of purchase). **A 20% restocking and packaging charge will apply to all returns. All shipping charges must be pre-paid. No exceptions.**

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

DAMAGES; LIMITATION OF LIABILITY: The aggregate total liability of AMT and all of its assigns, affiliates, employees, insurers and underwriters (the "AMT Parties" in connection with the performance of this order, whether for breach of contract or the Limited Warranty, negligence or otherwise, shall not exceed the amount of the purchase price of the product or part(s) in respect to which such damages are claimed. Buyer agrees to indemnify and hold harmless the AMT Parties from all claims by third parties in excess of these limitations and from all claims resulting from any act or omission of Buyer. IN NO EVENT SHALL AMT OR THE AMT PARTIES BE LIABLE WHETHER BY WAY OF INDEMNITY OR BREACH OF CONTRACT OR STATUTORY DUTY OR REASON OF TORT, FOR ANY LIQUIDATED, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSS OF PROFIT, SAVINGS, REVENUE, INCOME, BUSINESS, PRODUCTION, OPPORTUNITY OR REPUTATION ARISING OUT OF OR RELATED TO THE ORDER OR THE GOODS WHETHER FORESEEABLE OR UNFORESEEABLE OR KNOWN OR UNKNOWN.

The right of subrogation against the AMT Parties, to the extent permitted by law, is waived.

WAIVER OF JURY TRIAL. BUYER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS, THE LIMITED WARRANTY OR ANY ORDER HEREUNDER.

GENERAL: These Terms and the Limited Warranty together with any acknowledgement or invoice from AMT, constitute the complete and exclusive statement of the terms of the agreement governing the sale by AMT to Buyer, unless otherwise agreed by AMT in writing. These Terms supersede all other communications, negotiations, and all prior oral or written statements, regarding the subject matter hereof.

SECURITY INTEREST: Buyer grants AMT a security interest in and a lien upon all goods sold to Buyer by AMT and the proceeds therefor (including any insurance proceeds), which security interest shall continue until all such goods are fully paid for in immediately available funds.

GOVERNING LAW: These Terms and any order hereunder shall be construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. Any dispute arising hereunder shall be resolved in the federal or state courts of the State of Delaware, as applicable.

MISCELLANEOUS: These Terms may be amended only as agreed to by AMT in writing. The section titles in these Terms are for reference only and shall not limit or restrict the interpretation or construction of the Terms. AMT's failure to insist, in any one or more instances, upon Buyer's performance of any of the Terms, or to exercise any rights conferred by the Terms, shall not constitute a waiver of any such right to insist upon such performance or exercise such rights in the future. The partial or complete invalidity of any one or more provisions of these Terms shall not affect the validity or continuing force and effect of any other provision.

EXTENT AND DURATION OF LIMITED WARRANTY

Coverage: AMT Pump Company (herein "AMT") or IPT Pumps by Gorman-Rupp (herein "IPT") each individually warrants that its products and parts shall be free from defects in material and workmanship for twelve (12) months from the date of purchase by the original end user when installation is made and maintenance is performed in accordance with AMT's recommendations. Wear and tear resulting from use and items normally consumed in use are not covered.

EXCEPTIONS

(A) This Limited Warranty shall not apply to mechanical seals in AMT or IPT pumps and the following products and parts: engines, motors, trade accessories and all other products, components, parts and materials not manufactured by AMT or one of the AMT Parties. These items may, however, be covered by the warranties of their respective manufacturers.

(B) This warranty does not extend to or apply to any unit which has been repaired or altered at any place other than by AMT, or by persons not expressly approved by AMT to make repairs or alterations, nor to any unit the serial number, model number or identification of which has been removed, defaced or altered.

(C) This warranty does not extend to any product manufactured by AMT, which has been subjected to mis-use, neglect, accident, improper installation, or use in violation of instructions furnished by AMT.

(D) Pump Kits: This warranty does not extend to any product sold by AMT unassembled as a Pump Kit. Pump Kits are warranted against defects in material and workmanship for 60 days from the date of shipment from AMT. Any Pump Kit parts deemed defective by AMT will be replaced free of charge within 60 days of shipment. Pump Kits are not returnable for credit.

LIMITATIONS

AMT'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THEIR PRODUCTS AND PARTS IS THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

EXCLUSIVE REMEDY AND DAMAGES

The sole and exclusive remedy for breach of this Warranty by AMT and the entire extent of its liability for such breach or for damages arising from the use of the products and parts covered under this Limited Warranty, shall be as follows:

1. Repair or Replacement: If inspection shows that any AMT product or part covered under this Limited Warranty is defective in materials or workmanship, AMT shall repair or replace the defective or nonconforming product or part without charge, whichever AMT chooses.
2. To obtain the above remedy:
 - a. Immediately notify AMT upon discovery of the claimed defect in materials or workmanship and provide the serial number or date code of the product and/or part(s) or provide AMT with the invoice or bill of sale referencing the product by no later than the expiration date of the warranty period.
 - b. AMT will advise whether inspection will be necessary and how whether repair or replacement will be made. If inspection AMT is necessary, the pump or defective part must be sent freight pre-paid to AMT. Return shipment will be F.O.B. AMT's plant.
 - c. Return Goods Authorization Requirement: No product will be accepted for return or replacement without the prior written authorization of AMT. Upon such authorization, and in accordance with instructions from AMT, the product will be returned to AMT, shipping charges prepaid by the Buyer.