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## TERMS, CONDITIONS & WARRANTIES

### Standard Terms & Conditions

1. **APPLICABILITY / SCOPE:** All goods and services provided shall be governed by the terms and conditions set forth herein. Any modifications to these terms or to the scope of any order or project hereunder, shall be mutually agreed upon and set forth in an appropriate writing executed by both parties. Such writing shall clearly set forth the nature and extent of the change, and, if applicable, any adjustment in price associated with such change.
2. **PRICING / PAYMENT:** The price to be paid by Buyer shall be mutually agreed upon by the parties and set forth in an appropriate writing. Unless otherwise agreed to, prices quoted do not include any state or local sales or use tax, special fees, duties or custom fees, freight and handling charges, or export crating costs that may be added to the price at invoicing. Crane reserves the right to change prices without notice.
- Method of Payment.** All orders shall be shipped C.O.D. or require payment in advance until credit has been established. A complete credit check is required prior to shipping on a Net-30 or "C.O.D. - CUSTOMER CHECK ACCEPTABLE" basis. Upon credit approval on open account terms, payment shall be made in U.S. Dollars without discount, payable within 30 days of the date of invoice. Minimum billing amount is \$100. Shipments outside of the U.S.A. shall be prepaid (by credit card, wire transfer, or U.S. cashier's check), or by irrevocable Letter of Credit. Processing fees may be assessed for additional costs incurred for credit card charges, returned checks, Letters of Credit, or other bank charges.
- Payment.** All payments shall be remitted as follows: (a) If by Check: Crane Environmental, Inc. P.O. Box 535052 Atlanta GA 30353-5052 (b) If by wire transfer: Wells Fargo Bank N.A. 425 Montgomery Street San Francisco CA 94104 Swift Code: WFBUS6S, Routing Number: 121000248, Account Name: Crane Environmental, Inc., Account Number 4121222574. Wire transfers should be initiated with all bank charges paid from the account of the applicant. Crane reserves the right to specify the method and/or timing of payment (including prior to shipment) if Crane, in good faith, believes that the prospect of payment by Buyer has been impaired. Crane shall be entitled to a liquidated late charge calculated at a rate of 1.5% per month (18% per annum) or if lower, at the maximum rate permitted by law, for any payment not made within 10 days following the date due. If the Buyer disputes any portion of an invoice, they shall notify Seller in writing with specific details and pay the undisputed portion within 30 days. Buyer shall reimburse all costs incurred in collection of past due amounts including but not limited to attorney's fees, court costs and collection fees incurred by Seller.
- Letters Of Credit.** Letters of Credit will be accepted by Crane only when compliant with the following: The Letter of Credit must (a) Be IRREVOCABLE and CONFIRMED by a US bank; (b) Be in favor of Crane; (c) State payment is by site draft payable AT SIGHT; (d) State that ALL bank charges, including those outside the country of origin, are to be applied to BUYER'S account; (e) Must state Ex-Works, point as factory unless terms of Pro Forma Invoice specify otherwise, (f) Be advised through a class A U.S. bank; (g) Show buyer as applicant for the Letter of Credit.
3. **DELIVERY:** Once Crane has confirmed acceptance of an order from Buyer, unless otherwise mutually agreed upon: (a) all goods to be supplied hereunder and delivered within the United States shall be shipped Ex-Works, point as factory; (b) all goods to be supplied hereunder and delivered outside the United States shall be shipped in accordance with the applicable provisions of the Incoterms; and (c) title and risk of loss shall pass to Buyer upon Crane's delivery of the goods to the carrier unless otherwise specified. Crane shall not be bound by any delivery requirements unless and until mutually agreed upon by the parties in writing.
- Export preparation** is not included in the total price and all shipments are Ex-Works, point as factory. Seller reserves the right to choose the location of manufacture. When the total price indicated includes a freight allowance, it is understood that all rail freight charges are included to rail depot nearest to job site and all motor freight charges are included to the job site. All freight charges should be "Prepaid and "Add". If Purchaser indicates equipment is to be shipped "Prepaid", such transportation charges plus processing fee will be added to the invoice as a separate item. All parcel post shipments will be prepaid, the cost of which shall be added to the invoice. Parcel post shipments will be uninsured unless otherwise requested. Equipment requiring the use of large traveling cranes for erection and shipment cannot be held after completion without incurring additional charges.
4. **ACCEPTANCE:** (a) Buyer shall inspect all shipments of equipment or other goods within 10 days of receipt, and shall promptly notify Crane of any defects or non-conforming goods. The parties acknowledge that acceptance of any goods supplied hereunder shall be deemed to have occurred if Buyer fails to notify Crane of any such defects or non-conforming goods within 30 days of the date of receipt. The parties acknowledge that acceptance of any services provided hereunder shall be deemed to have occurred if Buyer fails to notify Crane of any defects or non-conformance in such services within 30 days of the date the services were completed; (b) For any order hereunder which requires Crane's involvement in the installation, start-up, check-out and/or commissioning of any Crane equipment or system, the parties acknowledge that system acceptance shall be deemed to have occurred upon completion of the startup and checkout of the system, or upon operational use of the system by Buyer, whichever occurs first.
5. **WARRANTY:** (See WARRANTY document)
6. **OPERATIONAL AND MAINTENANCE PROCEDURES:** Buyer acknowledges that any improper use, maintenance, or modification of the equipment provided hereunder, or use of unqualified maintenance or service technicians will severely impair the operational effectiveness of the entire system. Buyer hereby agrees to indemnify, defend and hold harmless Crane from and against any and all third party claims arising, in any manner, out of: (a) Buyer's neglect of the equipment; (b) Buyer's use of technicians not authorized by Crane to service the equipment; or (c) Buyer's improper use or modification of the equipment or failure to follow the operational and maintenance procedures provided with the equipment.
7. **LIMITATION OF LIABILITY / DAMAGES:** In no event (even should circumstances cause the exclusive warranties and remedies set forth in the Warranty section to fail their essential purpose) shall either party be liable for any indirect, incidental, special or consequential damages (including, but not limited to, loss of use, loss of anticipated profits, or damages arising from delay) whether such claims are alleged to have arisen out of breach of warranty, breach of contract, strict or absolute liability in tort, or other act, error or omission, or from any other cause whatsoever, or any combination of the foregoing.
8. **CUSTOM EQUIPMENT OR SYSTEMS:** Buyer acknowledges that any approvals and/or listings specified in Crane's proposal are limited to the specific scope and application set forth in the proposal, and may not cover or apply to any custom or special equipment or services which are outside the scope of Crane's proposal. Crane shall retain all proprietary rights in any and all technical data, designs, or other information developed by Crane (and not provided by Buyer) in the course of designing, developing and/or manufacturing custom equipment or systems.

9. BREACH: In addition to any failure to comply with any other terms as set forth herein, the occurrence of any of the following events shall constitute a breach on the part of Buyer: (a) If Buyer shall become insolvent or make a general assignment for the benefit of creditors; (b) If a petition under the Bankruptcy Act is filed by or against Buyer; (c) If, at any time Buyer fails to fulfill its obligations under the terms and conditions hereof, or acts in such a manner as to endanger performance of such obligations; (d) If Crane shall reasonably believe that Buyer will not timely fulfill its obligations or otherwise perform hereunder, and Buyer is unable to provide reasonable assurances that such timely performance will occur. Upon breach by Buyer, Crane may terminate the contract or agreement by giving notice to the Buyer. Such termination shall be effective immediately. In the event of a breach and contract termination, Buyer is still responsible for costs incurred by Crane.

10. INDEMNIFICATION: Each party shall defend, indemnify and hold each other's officers, directors and employees, harmless from and against any third party claims, damages or losses, including reasonable attorney's fees and costs (whether based on negligence, contract or any other legal theory), to the extent such claims, damages or losses are attributable to the negligence of each party or each party's failure to perform in accordance with the terms and conditions set forth herein.

11. CONFIDENTIAL & PROPRIETARY INFORMATION: Buyer acknowledges that the information and processes utilized by Crane in the manufacture and supply of its products and systems are confidential and proprietary to Crane. Buyer agrees to treat as confidential and proprietary any such information or processes, including, but not limited to, design information or data, proposals, software, schematics, drawings, operational and maintenance manuals, testing procedures or other similar technical information ("Confidential Information") provided by Crane in connection with the supply or installation of products or systems hereunder, and will, at a minimum, protect any such

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confidential information in a manner commensurate with the measures taken to protect Buyer's own confidential or proprietary information. Crane retains all rights, titles and interests in all such Confidential Information and Buyer shall not use or otherwise disclose to any third party any such Confidential Information except to the extent authorized by Crane in writing.

12. INTELLECTUAL PROPERTY RIGHTS: Crane retains any and all intellectual property rights in and to the equipment, services, and/or information supplied hereunder (including, but not limited to, patents, copyrights, trademarks and trade secrets) ("Intellectual Property"). Buyer is not granted any interest, right, or license with respect to any such Intellectual Property, except to use the equipment, services and/or information for the purposes for which it is specifically provided to Buyer in accordance with the terms and conditions hereof. Crane shall indemnify and hold Buyer harmless from and against all third party claims of infringement or alleged infringement arising out of Buyer's use of any equipment, services, or information supplied by Crane hereunder. Provided, however, that Crane's indemnity obligation hereunder shall not apply to, and Crane shall not be responsible for, any claims to the extent arising out of Buyer's modification of Crane's equipment, services or information, or use of such equipment, services or information: (a) in combination with equipment, services or information not supplied by Crane, or (b) in the operation of any process or in any other manner inconsistent with the purpose for which Crane's equipment, services or information were intended.

13. INSURANCE: Each party shall provide and maintain at its own expense, such policies of insurance in such amounts as are appropriate and commercially reasonable for parties engaging in the type of activities contemplated by the projects entered into hereunder. Upon request, each party shall furnish the other with certificates evidencing the required insurance coverage.

14. LIENS: Crane shall promptly pay for all materials, supplies and labor employed by it in providing the goods and/or services hereunder, such that any equipment or system supplied to Buyer remains free of materialmen's, warehousemen's, mechanics', and any other similar liens. Crane shall promptly discharge any such liens arising out of its performance hereunder.

15. COMPLIANCE WITH LAWS: In providing the goods and/or services hereunder, Crane shall comply with all applicable federal, state, and local laws and all rules and regulations issued thereunder. Any provisions required to be included by any such law, rule or regulation shall be deemed to be included by reference herein.

16. ASSIGNMENT: The rights and responsibilities of Buyer as set forth herein, are personal to Buyer and may not be assigned or delegated without the prior written consent of Crane.

17. NON-WAIVER: The parties' failure to demand strict performance or to otherwise enforce any rights hereunder shall not constitute a waiver of any rights hereunder. No claim arising out of a breach hereof may be discharged in whole or in part by a waiver of the claim unless supported by consideration and set forth in a writing signed by the waiving party. Any such waiver shall apply to the specifically identified claim only, and shall in no way constitute a waiver or discharge of any other prior or subsequent claim.

18. SUSPENSION BY BUYER: If any project or order, for which Crane is to supply goods and/or services hereunder, is suspended by Buyer, for any reason other than a breach by Crane, Crane shall take all reasonable measures to cooperate with Buyer in rescheduling any planned or ongoing work, and in otherwise complying with the suspension instructions. Provided, however, that in the event of any such suspension which continues for a period of 90 days, Crane shall be entitled to terminate that order, without any further liability or obligation thereunder. Provided, further, that Crane shall be entitled to prompt reimbursement from Buyer IAW Provision 24 below.

19. CANCELLATION/TERMINATION: This contract is not subject to cancellation except by mutual consent and on terms that will indemnify Crane against loss. If any project or order, for which Crane is to supply goods and/or services hereunder, is terminated IAW the provisions of these terms and conditions, Crane shall be entitled to charge 25% of selling price to the Buyer who placed the order for standard equipment. As it relates to any specially-designed, non-standard equipment ordered, a 25% charge will be levied if canceled prior to incurring related engineering, drafting, and production time. If engineering, drafting, and production time has been incurred, 100% of the selling price plus additional costs incurred will be charged to the Buyer who placed the order. Additional costs incurred as a direct result of termination may include, but are not limited to, freight and storage charges, costs of labor, transportation, travel and living expenses for support.

20. APPLICABLE LAW / DISPUTES: It is the expectation of the parties that any disputes arising hereunder will be amicably resolved by mutual agreement of the parties. Any dispute, involving the supply of goods or services within the United States, which cannot be amicably resolved by the parties, shall be submitted to binding arbitration in accordance with the applicable rules and regulations of the American Arbitration Association. The substantive law of Pennsylvania shall apply to any such arbitration, which shall be conducted in Philadelphia, Pennsylvania. Any dispute, involving the supply of goods or services outside the United States, which cannot be amicably resolved by the parties, shall be submitted to binding arbitration in accordance with the

applicable rules and regulations of the International Chamber of Commerce. Unless otherwise agreed upon by the parties, the applicable substantive law, language and the location for any such arbitration shall be determined by the arbitrator(s) in accordance with the applicable rules.

21. FORCE MAJEURE: Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires; floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages.

22. INTEGRATION / MODIFICATION: Except as otherwise specifically set forth herein, these terms and conditions are intended by both Buyer and Crane as the final integrated expression of their agreement with respect to any projects or orders subject hereto. No additions to or modifications of any of the terms or conditions herein shall be effective unless set forth in a writing duly executed by both parties.

23. CONSTRUCTION: If these terms and conditions have been provided in response to an invitation to bid or other solicitation from Buyer, and the provisions set forth herein differ in any way from the provisions (if any) of Buyer’s invitation or solicitation, these terms and conditions shall constitute Crane’s counteroffer and shall not be effective as an acceptance unless Buyer assents to the provisions herein. If these terms and conditions constitute a counteroffer, acceptance hereof must be on the exact terms contained herein. Any additional, conflicting or different terms proposed by Buyer shall constitute a counteroffer by Buyer, and shall not be effective unless set forth in a mutually agreed upon writing executed by both parties.

24. RETURNED GOODS: No equipment shall be returned to Seller without its prior written authorization. All returns due to unwanted products or customer error will be assessed a 25% restocking charge, based on the original invoice amount (shipping charges will be borne by the Buyer). The Buyer will be credited the full invoice amount, including return shipping charges, if the original shipment was Crane’s error. To obtain specific performance under this warranty, the defective product must be returned to Crane together with proof of purchase, installation date, failure date, supporting technical data, and documentation supporting the warranty claim. Any defective product to be returned to the factory or service center must be sent Freight Prepaid. Buyers desiring to return product should contact our Customer Service Department at 1-800-828-2447 to obtain a Return Authorization (RA) number and a Return Material tag (RMT). Each carton must be visibly marked with the RA number and have the RMT tag (RMT) in the packing list pouch and shipped via ground transport to: The Crane facility indicated on the Return Authorization form. The following applies to returns: (a) Cartons that are not marked with the RA number or do not have the RMT tag in the packing list pouch will be returned to the sender, unopened; (b) The appropriate credit will be issued upon verification of the age and condition of the product returned; (c) Customized products cannot be returned for credit unless it is identified that Crane shipped the order in error; (d) Return of products not manufactured by Crane will be subject to the original manufacturer’s return to stock policy; (e) Crane will not accept C.O.D. return shipments; (f) A return authorization will become null and void if equipment is not received by Crane within 30 days of the date of issue. Claims for error in quantity or condition must be made within 10 days of receipt of the material. Crane will not be responsible for any claimed shortages not reported within 10 days.

Accepted by (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by (Print Name) \_\_\_\_\_

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## Limited Warranty

Crane Environmental (C.E.) warrants, for a period of twelve months from the date of shipment, that any equipment it manufactures shall be free of defects in material and workmanship, shall comply with the then-current product specifications and product literature, and if applicable, shall be fit for the purpose specified in the agreed upon quotation or proposal document, but only when said products are operated at all times in accordance with Seller's written instructions.

Products which are sold but not manufactured by C.E. are subject to the warranty provided by the manufacturer of said products and not by C.E.'s warranty. Seller shall assign to Purchaser manufacturer's warranties of equipment or material purchased from others to the extent they are assignable, and Buyer's sole recourse shall be against the manufacturer. Crane will determine the applicability of any such third-party warranties.

This warranty applies only to the original purchaser. C.E.'s liability under this warranty shall be limited to repairing or replacing at C.E.'s option, without charge, F.O.B. C.E.'s factory, any product manufactured by C.E. Crane Environmental will not be liable for any cost of removal, installation, transportation, or any other charges which may arise in connection with a warranty claim. Buyer shall provide Seller with reasonable opportunity to make inspections, tests, and repairs using the most cost-effective methods available. If Seller is not responsible under the terms of this agreement, the Buyer shall pay the Seller for such inspections, tests, and repairs at the Seller's prevailing rates.

Repair or replacement shall be Buyer's sole and exclusive remedy, and the warranty period on any repaired or replacement equipment shall be 1 year from the original equipment ship date. In no event shall Crane's warranty obligations with respect to equipment exceed 100% of the total cost of the equipment supplied hereunder. No allowance will be made for repairs or alterations made without Seller's written consent or approval. C.E. will not be liable for damage or wear to products caused by abnormal operating conditions, accident, abuse, misuse, unauthorized alteration, or repair, or if the product was not installed in accordance with C.E.'s printed installation and operating instructions.

C.E. will not be liable for any incidental or consequential damages, losses, or expenses arising from installation, use, or any other causes. There are no express or implied warranties, including merchantability or fitness for a particular purpose, which extends beyond those warranties described or referred to above.

### Returned of Defective Goods:

No equipment shall be returned to Seller without Seller's prior written authorization. To obtain specific performance under this warranty, the defective product must be returned to C.E. together with proof of purchase, installation date, failure date, and supporting technical data including serial number of the item or the item's parent component. This information must be provided at the time a request is made for a Returned Material Authorization (RMA).

Any defective product to be returned to the factory or manufacturers service center must be authorized in advance and sent Freight Prepaid. The RMA number must be clearly marked on the return shipping documents and any Documentation supporting the warranty claim shall be attached. Contact your C.E. sales engineer or customer service for details on obtaining an RMA number.

### Services:

Any services Crane provides hereunder, whether directly or through subcontractors, shall be performed in accordance with the standard of care with which such services are normally provided in the industry. If the services fail to meet the applicable industry standard, Crane will, for a period of 1 year from the date of completion of said services, re-perform such services at no cost to Buyer. Re-performance of services shall be Buyer's sole and exclusive remedy, and in no event shall Crane's warranty obligations with respect to services exceed 100% of the total cost of services provided hereunder.

### Limitations / Exclusions:

C.E. warrants its pumps and membrane elements for one year from ship date, providing that loss of performance was not caused by fouling or neglect. C.E. will, on confirmation of loss of performance during the warranty period, credit one-twelfth of the original invoice price of the pump or membrane element for each month remaining in the warranty period, toward the purchase of the replacement pump or membrane.

Components and materials of the type that need periodic replacement due to normal wear and tear, such as membranes, electrodes, frames, gaskets, o-rings, filters, pump seals, spray nozzles, trays and fuses, are warranted against defects only as of the shipment date, unless expressly stated otherwise.

The warranties herein shall not apply to, and Crane shall not be responsible for, any damage to the goods or failure of the services supplied hereunder, to the extent caused by Buyer's neglect, failure to follow operational and maintenance procedures, or the use of technicians not specifically authorized by Crane to maintain or service the equipment. Crane will not be liable for damage or wear to products caused by abnormal operating conditions, accident, abuse, misuse, unauthorized alteration, or repair, or if the product was not installed in accordance with Crane's printed installation and operating instructions. The warranties and remedies contained herein are in lieu of and exclude all other warranties and remedies, whether expressed or implied by operation of law or otherwise, including any warranties of merchantability or fitness for a particular purpose.

**Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations specified by Buyer in writing in the purchase order or contract at the time the order is placed. If no such limitations are specified, Seller accepts no responsibility for incompatibility of prepared goods with actual space or design limitations, which may become apparent at a later date. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages and some jurisdictions do not allow limitations on how long implied warranties may last. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights, which vary from jurisdiction to jurisdiction. Unless stated specifically on a formal, official "Performance Warranty Document" signed by an officer of the Seller and an employee of the Buyer who is authorized to make such representations, there is no performance warranty on products or systems or warranty on process results. Any performance warranties shall apply only if equipment is operated in accordance with Seller's instructions when operated on water or other liquids having the characteristics specified in the proposal or purchase order. Any costs incurred by C.E. customers, mechanical contractors or end-users related to C.E. products or accessories will not be reimbursed by C.E. without prior approval in writing by the C.E. Operations Manager or a Crane Co. Corporate Officer. C.E. has a "No Backcharge" and "No Short-Payment" policy. In addition, C.E. will not be responsible for consequential damages. C.E. will fully support its products and correct any unlikely deficiencies in a timely manner.**