

## TERMS AND CONDITIONS

Unless otherwise amended in our quotation, the following terms and conditions shall apply and buyer's acceptance of these terms is evidenced either by buyer's purchase order (any contrary terms and conditions of which shall be disregarded) or by accepting delivery of any shipment hereunder.

Prices quoted are in US dollars and where applicable include US import brokerage fees. Federal, State and Local taxes are not included.

This quotation is valid for acceptance within 30 days of the issue date. Any delay in ABBA receiving an official purchase order beyond 30 days from issue date and/or any delay in ABBA receiving approval to proceed with manufacture beyond 30 days from issue of approval drawings may result in changes to price and/or delivery.

All orders are subject to ABBA's credit review. Terms of payment with ABBA's credit approval shall be as follows:

- a) On all orders under \$30,000, net cash within 30 days after shipment,
- b) On all orders \$30,000 and over as follows:
  - 30% with order or approval to proceed with manufacture, whichever is later,
  - 50% prior to shipment
  - 20% within 30 days after shipment

These terms shall apply to partial and complete shipments. Buyer agrees to make full payment under these terms without holdback or setoff.

Interest will be charged on all overdue accounts at an annual rate of 18%.

If buyer is delinquent in payment of accounts at any time or if in ABBA's judgement buyer's credit becomes impaired or unsatisfactory, ABBA may, in addition to other remedies, cancel buyer's credit, stop further performance and demand cash, security or other adequate assurance of payment before proceeding further with buyer's orders.

Buyer cannot cancel or alter the order without ABBA's written consent. If ABBA grants such consent, buyer shall reimburse ABBA for all losses and expenses caused by such cancellation or alteration. If buyer cancels the order, buyer shall pay ABBA's minimum cancellation charge of 15% of the purchase price and any damages or expenses caused by such cancellation that exceed 15% of the purchase price.

ABBA warrants products manufactured by it to be free from factory defects in material and workmanship under normal use and service for a period of eighteen months from date of shipment or twelve months from date of installation, whichever comes first. ABBA's obligation shall be limited to the repair or replacement of any parts at our option, FOB factory. Buyer shall be responsible for all service, labour and transportation charges relating to dismantling of equipment, return of defective parts and re-installation of repaired or replacement parts and any damages or delays caused by defective materials or workmanship. A determination of warranty coverage will be made by ABBA following ABBA's inspection of subject parts. ABBA does not accept any backcharge for any attempted repair or replacement costs initiated without ABBA's written consent prior to the commencement of such work. Accessories and components not manufactured by ABBA are warranted only to extent of the original manufacturer's warranty to ABBA.

ABBA does not warranty or guarantee hydraulic or mechanical performance of its parts when they are installed in equipment supplied by others or which itself may be worn. Any production or performance estimates or standards furnished by ABBA depend on many variable factors. Such estimates are not guaranteed.

Delivery dates are estimates only. ABBA shall not be liable for any total or partial failure to deliver or for any delay in delivery due to causes beyond its control.

ABBA shall not be liable in any event for any special, indirect or consequential damages on account of failure or delay in performance regardless of cause.

If buyer is in default (including but not limited to the failure of buyer to maintain a current account with ABBA) under these terms and conditions, buyer's rights under the warranty shall be suspended and the original warranty period will not be extended.

All orders will be shipped FOB ABBA's factory. Buyer shall bear all risk and responsibility for damage or loss to the equipment after ABBA delivers the equipment to the carrier at its point of shipment. These conditions apply to all shipments even if ABBA prepays the freight company's charges.

Title to products shall not pass until full payment is received by ABBA.

No employee, agent, dealer or distributor of ABBA has any authority to change or enlarge the terms of this quotation or order, unless it is in writing and signed by an authorized signing officer of ABBA.

## DISCLAIMER

ABBA Parts and Service manufactures and supplies replacement parts and assemblies to fit a wide range of OEM pumps. Any use of OEM names, trademarks, model no., part no., or serial no. is for reference only.

ABBA is not a distributor or agent nor affiliated in any way with the referenced OEM.

ABBA Parts and Service Div'n of Dracay Management Inc.  
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