

General Conditions of Sale and Delivery

1. The addressee named on the face of this document is herein referred to as “Buyer” and Clear Edge Filtration Inc., 7160 Northland Circle, Brooklyn Park, Minnesota 55428 USA, or one of its affiliates or subsidiaries, as “Seller”. All orders are subject to acceptance by Seller. Individual agreements (framework supply agreements, quality control agreements, and any other agreements) and information in our order confirmation take priority over conflicting or deviating information in general terms and conditions of business on the part of the purchaser.
2. All shipment will be made ExWorks (EXW **Incoterms® 2010**) Seller’s location unless otherwise specified on Buyer’s formal purchase order received by the Seller. In the absence of specific instructions, Seller will select the carrier and bill the Buyer for freight charges. Claims against Seller for shortages must be made within 10 days after arrival of shipment. In any EXW shipments, Buyer assumes responsibility of the shipment and condition of its arrival once the shipment leaves the location of the Seller. Additional or short deliveries up to 10% of order quantities are permissible.
3. Seller warrants that the goods will conform to the applicable specifications. Seller makes no warranty of any kind, expressed or implied, except that the goods sold hereunder shall be of merchantable quality. The extent of Seller's obligation hereunder is to either repair or replace its nonconforming products at the location designated by Seller in its sole discretion, if Buyer notifies Seller of any non-conformance within eighteen (18) months after date of delivery or twelve (12) months from the day of first product use whichever comes first.
4. Buyer shall inspect and test all goods shipped hereunder and shall notify Seller of any goods that do not comply with the applicable specifications within thirty (30) days from delivery. Such notice shall specify the reasons for rejection, and Buyer shall thereafter (insofar as they are in its possession and with Seller’s written approval) return the rejected goods to Seller at Seller’s risk and expense. If Buyer does not deliver such written notice of rejection within such thirty-day period, Buyer shall be deemed to have accepted the shipment. In order to return materials, customer MUST obtain a Return Material Authorization (RMA) number from our sales office. Return goods will not be accepted by Seller without and RMA number.
5. Any cancellations to accepted purchase orders by the Buyer must be approved by the seller. Accepting the cancellation of confirmed orders may result in a 25% restocking fee to the Buyer.
6. In the event Buyer fails to fulfill the terms of payment or in case Seller shall have any doubt at any time as to Buyers financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

7. Invoices are due and payable 30 days from the date of invoice unless otherwise agreed by parties in writing. A 1 1/2% per month carrying charge will be applied to all past due amounts or the maximum rate permitted by applicable law, whichever is higher. Buyer agrees to pay reasonable attorney fees, court cost, and other collection expenses which might be incurred in the collection of Buyer's overdue account in the event of the failure of Buyer to timely pay any account owing by Buyer to Seller. Unless otherwise provided on the face hereof, prices specified may be adjusted by Seller to reflect increased costs or selling process and terms in effect at the time of shipment by Seller.
8. No liability shall result from delay in performance or nonperformance, caused by circumstances beyond the control of the Seller, including, but not limited to, act of God, fire, flood, war, government action, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. Except to the extent otherwise agreed to in writing between Seller and Buyer, quantities so affected may be eliminated from the order without liability, but the order shall remain otherwise unaffected.
9. Seller shall not be responsible, obligated, or liable for any injury or damage resulting from an application or use of its products, either singly or in combination with other products. SELLER'S SOLE LIABILITY FOR BREACH OF WARRANTY OR ANY OTHER CLAIM SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCTS OR RETURN OF THE PURCHASE PRICE, AT SELLER'S SOLE OPTION. SELLER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL, PUNITIVE, LIQUIDATED OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS OR ARISING OUT OF ACCEPTANCE OF THIS ORDER. SELLER'S LIABILITY FOR DAMAGES (MONETARY OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR CLAIMS OR ANY TYPE OR CHARACTER, WILL BE LIMITED TO THE LESSER OF (I) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY BUYER OR (II) THE AMOUNT PAID BY BUYER TO SELLER FOR THE ONE YEAR PERIOD IMMEDIATELY PRIOR TO SAID BREACH.
10. It is further understood and agreed between the Buyer and Seller that if this contract covers material that must necessarily be manufactured especially for Buyer and such manufacture is suspended or terminated for any reason, Buyer will take delivery of and make payment for such material as has been completed and such as is in process on the date notice of the operation of the contingency is received by Seller; provided that if Buyer, for any reason, cannot accept delivery of such material at Seller's option, Buyer will make payment therefore as though delivery had been made and Seller will store such material for Buyer's account at Buyer's expense.
11. This Agreement is non assignable or transferable by Buyer in whole or in part, except with the written consent of Seller. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to the conflict of laws provisions thereof.