

# ARVADA PUMP COMPANY

## STANDARD TERMS AND CONDITIONS

### **I. Warranty**

Arvada Pump Company, herein after referred to as the Company, warrants all supplied goods to the extent of the Manufacturer's Standard Warranty, which will be supplied upon request. Supplied equipment, when properly installed and cared for, in accordance with the Manufacturer's published instructions, will operate in accordance with the Manufacturer's published Specifications, and the Company's proposal(s). Workmanship of the Company's employees is warranted to be skillful and performed in a workmanlike manner. Equipment proved defective, in accordance with the Manufacturer's warranty will be repaired in accordance with the Manufacturer's Terms and Conditions. Workmanship provided by the Company's personnel is warranted for a period of one year from the date of completion. Repaired equipment and/or labor provided at our facilities is warranted F.O.B. Arvada, Colorado. In the event any equipment is altered or repaired by non-Company personnel all warranties are void and the Company will not be held liable for any resultant damages.

In no event shall the Manufacturer or the Company be held liable for damage or wear caused by or due to corrosives, abrasives, erosion, foreign objects, external vibration, hydraulic / pneumatic conditions, failure to prime or operate equipment per the Manufacturer's instructions, external electrical conditions, and/or power quality from utility. The Company shall not be held liable for acts of God, including but not limited to lightning, floods, etc., or conditions beyond the control of the Company. The opinion of the Company and/or the Manufacturer will be final.

Existing customer equipment and/or materials will not be warranted against defects in materials, for continued operation, nor against breakage caused by maintenance operations. The Company shall not be held liable for damages including but not limited to well collapse; breakage or leakage of existing drop pipe, casing, tank, valves, piping, or fittings; or landscaping damages resulting from accessing property to service existing well or pump system(s). Pumps and/or valves are not guaranteed to hold prime. The Company shall not be responsible for sound frequency or sound pressure levels generated by pumps, motors, variable speed drives, nor hydraulic systems supplied by such equipment.

Under no circumstances shall the Company be held liable for any consequential or other damages, losses, or expenses arising from installation, use, or other causes, nor shall the Company be held liable for penalties of any description. In no event shall the total liability of the Company exceed the value of this Contract or Client Purchase Order to which these Terms and Conditions shall apply.

### **II. Shipment/Completion**

Promised shipment/completion dates are approximate and are based upon the date of a completed Contract / Purchase Agreement (Order). Acceptance of said Contract or Purchase Agreement (Order) is subject to the Company's receipt of a signed copy of same, at the Company's place of business, and acceptance of the Company's Standard Terms and Conditions. Contracts not signed and returned immediately are subject to delay.

The Company will not be held liable for loss or damages caused by failure to deliver proposed equipment or services resulting from causes beyond its reasonable control, including but not limited to casting failures, acts of government, shipping company failures, supplier delays, weather conditions, or labor difficulties including strikes or lockouts. When the Company's proposal includes non-stocked materials or equipment manufactured by an outside source, shipment/completion dates are based upon the manufacturer's/supplier's promises to the Company. In no event shall the Company or manufacturer/supplier be held liable for any damages, liquidated or otherwise, as a result of failure to deliver or complete a Contract / Order by the required shipment or completion date.

### **III. F.O.B Point**

Material specifically ordered, by the Company, for the Purchaser's account will be shipped F.O.B. point of manufacture or vendor warehouse. All freight charges incurred in transporting such material from said shipping point to the destination address, specified on Contract or Purchaser's Purchase Order shall be the sole responsibility of the Purchaser.

### **IV. Pricing - Freight Charges, Taxes**

Prices quoted are firm for acceptance, within 20 calendar days of the date of this Contract or Proposal, unless stated otherwise. In addition to the labor and material prices quoted, Purchaser shall be liable for applicable use and/or sales taxes and associated shipping and handling charges. If Purchaser is tax exempt, appropriate copies of the **Purchaser's tax exempt certificates shall accompany the signed Contract or Purchase Agreement (Order).**

### **V. Insurance / Bonds**

Standard Commercial Liability and Workman's Compensation Insurance are included in the cost of our proposal. Certificates will be provided upon request. Any special endorsements, excess coverage, or bonds may be considered upon request and will be charged to the Purchaser at an additional cost.

### **VI. Terms of Payment**

In lieu of other payment terms, shown on the face of this Contract or Proposal, payment shall be made in U.S. Funds immediately upon shipment or project completion. Failure to pay for equipment or services will result in a lien being placed on subject property. Purchaser agrees to pay all costs of collection and all attorneys' fees resulting from failure to pay for materials and/or services. Any account not paid in full within the stated terms shall be subject to interest charges at the rate of 2% per month from the due date, compounded monthly. Payment by credit card, purchasing card, or similar will be subject to a 3% surcharge to cover processing fees.

### **VII. Cancellation/Returned Material Charges**

Any order, which has been accepted by the Company, is subject to cancellation charges. Equipment and/or services purchased by the Company for the Purchaser's account, and included in the scope of work requested by the Purchaser, will be subject to the supplier's cancellation charges, plus five (5) percent for handling by the Company. Cancellation of services or material supplied by the Company shall be subject to actual costs incurred by the Company including restocking charges and labor (at the Company's, Standard Labor Rates), plus twenty-five (25) percent. In no case shall cancellation charges be less than \$100.00 per order.

### **VIII. Material Returned for Service or Credit**

Equipment can only be returned after receiving authorization from the Company. Returned goods shall be cleaned of all hazardous materials and substances, and shall only be allowed to be returned if authorized by the Company and/or manufacturer. Purchaser shall be liable for all costs of return including, handling, packaging, and freight charges.

### **IX. Water Quality /Wells/Pollution**

The Company shall not be held liable for the condition of any well, water system, sewage system or effluent system; nor water quantity, water quality, or effluent quality from Purchaser's system(s). (Chlorine will be utilized as required by Colorado Water Well Regulations to sanitize domestic water systems.) In no event shall the Company be held liable for abrasives, sand, silt, dirt, rust, debris or other pollution found in any well, water system, or sewage/effluent system, nor for the results from such matter being discharged from any system as a result of the Purchaser utilizing equipment or services purchased from the Company. Purchaser shall indemnify and hold harmless the Company, its officers or employees from liability for pollution from any facility, equipment, or source managed or owned by the Purchaser.