



General Terms and Conditions

Firm DOPAG (US) Ltd.

Version: 08/2019

I. Offer and acceptance

1. This Acknowledgement/Offer to Sell is not an acceptance of the terms and conditions of any offer or order by the Purchaser and any such offer or order is expressly rejected. This Acknowledgement/Offer to Sell is an offer by DOPAG (US) Ltd. ("Seller") to Purchaser and acceptance of the offer contained herein is expressly limited to its terms. Upon acceptance by purchaser, this Acknowledgement/Offer to Sell shall be the final written expression of agreement between Seller and Purchaser, constituting the entire contract between them and superseding all previous communications, either verbal or written. This Acknowledgement/Offer to sell and the contract resulting from it ("the Contract") may be modified only by a writing signed by an authorized officer of Seller. Reference herein to any order or other communication of Purchaser is only for the purpose of identification.

II. Warranty, Remedy, Disclaimer

1. The warranties set out in this clause shall be conditional upon fulfillment of the Purchaser's contractual obligations, including all terms of payment. For sales of completed pumps and controllers the warranty shall be conditional upon the Purchaser completing and returning the attached Warranty Validation Card. Seller warrants that all products shall be of good workmanship and material for one (1) year from the date goods are shipped by seller, considering a one-shift-operation of eight (8) hours. If Purchaser claims that the goods are defective, he must permit Seller's personnel at Seller's option to inspect the goods on Purchaser's property. Purchaser shall not return the goods to Seller unless Purchaser obtains prior written approval of such from Seller. If, after inspection, Seller determines that the goods are defective, Seller will repair or replace goods at Seller's option and at Seller's cost. THIS WARRANTY IS IN LIEU OF OTHER WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING THE WARRANTIES OF FITNESS FOR PURPOSE AND MERCHANTABILITY AND IS STRICTLY LIMITED TO ITS TERMS. SELLER MAKES NO WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. The warranty provided for herein shall not apply to any goods that become defective for the following reason: (a) unsuitable or unreasonable use, (b) faulty assembly, installation or servicing by the Purchaser or any third party (c) faulty or careless handling.

III. Disclaimer of tort liability

1. Purchaser specifically understands and agrees that seller shall not be liable in tort, whether based on negligence, strict liability, for any action or failure to act in respect to the manufacture, preparation for sale or delivery of the goods. It is the parties' intent and the intent of this paragraph to absolve and protect seller from any and all tort liability

IV. Exclusive remedy

1. Purchaser specifically understands and agrees that Purchaser's sole and exclusive remedy for breach of warranty, tortious conduct or any other cause of action against Seller shall be the remedy provided in paragraph 2, above.

V. Exclusion of consequential damages

1. Purchaser specifically understands and agrees that under no circumstances will seller be liable to purchaser for any economic, special, incidental or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of the non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against seller.

VI. Prices

1. The price of the goods, as quoted above is subject to change without notice. The actual sales price shall be Seller's price in effect of the date Seller receives notification of Purchaser's acceptance of the offer contained herein. Purchaser shall pay, in addition to the actual sales price, all excise, privilege, occupational sales use, personal property and other taxes, and in the event that same are paid by Seller, Purchaser will reimburse seller for the cost thereof, forthwith upon demand.
2. All credit card payments are subject to a processing fee of five per cent (5%) of the total order value.
3. Our minimum order value is \$100.00 (a) per invoice. If a single order value is less than \$100.00 (a) the Seller will charge the minimum of \$100.00 at its discretion
4. Delinquent accounts shall bear interest beginning on the first day after the payment due date, without any requirement for Seller to provide notice, on the unpaid balance at the lesser of (a) of twenty-four percent (24%) per annum, and (b) the maximum legal rate.

VII. Cancellation

1. The contract is not subject to cancellation by Purchaser unless Purchaser obtains written approval of such from Seller. If the contract is cancelled, Purchaser shall pay all reasonable charges, as invoiced by Seller, for expenses incurred by Seller prior to cancellation.

VIII. Shipment, Force Majeure

1. The Time of Shipment shall be subject to "Force Majeure" which term is hereby declared to include all circumstances and actions whatsoever beyond the direct and immediate control of Seller among which, but not exclusive to others, are the following: Acts of God; war and riot; intervention of authorities or agencies of government; including but not limited to agencies concerned with the preservation of the environment; embargoes; vandalism; sabotage; strikes; lockouts; or other industrial disturbances; shortages or delay in supply of fuel, power, raw materials or component parts; and the unavailability of means of transportation. Seller shall not be liable for any loss or damage caused Purchaser nor shall Purchaser be entitled to cancel the Contract because the time of shipment is not met due to Force Majeure.

IX. Law Governing, Exclusive Venue, Statue of Limitations

1. The Contract shall be governed by and construed under the laws of the State of Kentucky. Any suit by Purchaser for breach of the Contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrues or forever barred. Any such suit by Purchaser must be brought in the United States District Court for the Eastern District of Kentucky or any proper Kentucky State court located in Kenton County, Kentucky.