



TERMS AND CONDITIONS

04/01/07

CREDIT AND PAYMENT TERMS

Standard terms for Aqua-Flo customers are as indicated on invoices and on approved credit. Aqua-Flo reserves the right to refuse, change, or alter credit at any time at its sole discretion and without notice. Accounts 60 days in arrears will automatically be put on production/ shipping hold.

CONDITIONS OF SALE

Aqua-Flo shall be entitled to recover any costs incurred as a result of collecting an account, including but not limited to reasonable attorneys' fees and expenses. Errors in addition or extension of invoices are subject to correction at any time. Seller reserves the right to refuse sale of its products at any time.

PRICING

Net pricing is derived by a customer's specified discount from a published list price. All quoted pricing or discounts must be approved in writing from Aqua-Flo. Aqua-Flo reserves the right to change pricing without notice but will attempt to give 30 days notice before implementing a change. This includes changes to the published list pricing as well as any quoted pricing.

FREIGHT

All freight is FOB Chino, CA. Terms are freight collect or consignee billed unless otherwise approved in writing from Aqua-Flo or unless specified order minimums are met.

Freight minimums - In order to receive prepaid freight, each shipment, on a single date, to a single location must be at least 2 full pallets. Orders that do not meet this minimum will be shipped freight collect or consignee billed by a carrier of the customer's choice or third party billed. Above minimum quantity shipments that Aqua-Flo prepays will be shipped on the carrier of Aqua-Flo's choosing. If the customer wants a specific LTL carrier that is different than Aqua-Flo's choice, that shipment will be at the expense of the customer.

FREIGHT CLAIMS

Aqua-Flo is not responsible for merchandise lost, damaged, or destroyed after picked up by carrier and consigned to purchaser. If a claim is necessary, Aqua-Flo will furnish proof of shipment to purchaser, however, CLAIMS ARE TO BE FILED WITH THE CARRIER.

NON-WARRANTY RETURNS

Acceptance of product returns is at the sole discretion of Aqua-Flo. A written request for return must be received within 90 days of the product's ship date. If a return request is approved, a return goods authorization (RMA) number will be issued. All cartons and documents must reference this RGA number. Returns without an authorization number will be refused. All items must be standard, current catalog, saleable items, in "Like New" condition and must be shipped to us freight prepaid. Costs incurred to restore items to this condition will be deducted from the final credit. Special order merchandise or customs cannot be returned. When requesting a return authorization, please itemize merchandise, invoice date and number. These items will be subject to a 25% restocking charge.

ORDERS

Aqua-Flo's targeted lead time is 2 weeks. Because our manufacturing is build-to-order, if any order, or portion of an order is cancelled after the pumps for that order have already been built, there will be a restocking fee of 25% of the unshipped order value assessed to the customer.

Supersedes all previous terms and conditions