

General Terms & Conditions of Sale

These General Terms and Conditions of Sale govern all purchases of goods from Chesterton Sweden AB ("Chesterton"). All sales are expressly limited to your acceptance of these General Terms and Conditions of Sale, which cannot be altered or amended without Chesterton's express written consent.

1. **Pricing.** All prices are exclusive of any taxes (including sales, use, or similar tax), license fees, customs fees, duties, and other charges. Chesterton may charge additional for any special packaging requirements which Customer may have. Prices do not include technological data or proprietary rights of any kind.

2. **Payment Terms.** Unless otherwise expressly stated by Chesterton in writing, terms are net 30 days from the date of invoice. Past due balances will be subject to a service charge of 1-1/2% per month (18% per annum), but not more than the amounts allowed by applicable laws.

3. **Delivery.** Unless otherwise stated by Chesterton in writing, all goods shall be shipped CPT. Estimates of shipping dates are approximate, representing Chesterton's best judgment when made. Chesterton shall make all reasonable efforts to meet dates indicated for delivery or other performance, but Chesterton shall not be liable for any delays in shipping or in the time in which shipments reach Customer.

4. **Title & Risk of Loss.** Title and risk of loss shall pass to Customer upon Chesterton's delivery of the goods to the carrier.

5. **Order Cancellation.** Chesterton cannot guarantee that orders may be canceled. If the order may be canceled, Customer must pay Chesterton for all costs Chesterton already incurred for the order and a reasonable allowance for overhead and profit. All requests for cancellation must be made in writing.

6. **Acceptance of Goods.** Goods shall be deemed approved and accepted by Customer if Chesterton does not receive written notice of rejection within ten (10) days after date of delivery. Before returning any rejected goods to Chesterton, Customer must obtain written authorization from Chesterton as well as instructions from Chesterton regarding how and where goods should be returned.

7. **Non-Warranty Returns.** No product may be returned to Chesterton without prior written authorization from Chesterton. Chesterton will issue a merchandise credit for all approved returns. All returned goods will be subject to a 20% restocking fee, must be returned in accordance with Chesterton's instructions, and must be returned within thirty (30) days of Chesterton's authorization. If an item is returned after the thirty day period, Chesterton will determine, in its sole discretion, whether to process the return. Any returns which Chesterton processes after the 30 day period will be subject to an additional 5% restocking fee.

8. **Compliance with Laws.** Customer shall comply with all applicable laws, regulations, and ordinances, including but not limited to United States export regulations and the United States Foreign Corrupt Practices Act.

9. Force Majeure. Chesterton shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of acts of God, fire, labor troubles, accidents, acts of civil or military authorities, fuel, labor or materials shortages, or any other conditions beyond Chesterton's control. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay its completion.

10. Limitation of Liability. **IN NO EVENT SHALL CHESTERTON BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CHESTERTON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

11. Governing Law & Jurisdiction. These Terms shall be construed, and the rights and obligations of the parties shall be determined by and, in accordance with the laws of Sweden. Any disputes arising out of or in connection with these Terms shall be adjudicated only in and before the courts located in Sweden.

12. Product Warranties.

a. Mechanical Sealing Devices Warranty. Chesterton warrants, for a period of one year from date of installation/first use or eighteen months from the original date of shipment, whichever occurs first, that its mechanical sealing devices will be delivered free from defects in design, material and workmanship. Mechanical sealing devices, however, are not guaranteed to last for any length of time. **This warranty does not apply to any engineered solution product. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY CHESTERTON, EXPRESS OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.**

b. EPS Product Warranty. Chesterton warrants, for a period of one year from date of installation/first use or eighteen months from the original date of shipment, whichever occurs first, that its EPS products will be delivered free from defects in design, material and workmanship. EPS products, however, are not guaranteed to last for any length of time. **This warranty does not apply to any engineered solution product. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY CHESTERTON, EXPRESS OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.**

c. ARC Product Warranty. Chesterton's ARC products have a shelf life of two years from the date of manufacture, unless otherwise stated in the product-specific technical data sheet. Chesterton warrants that during the shelf life period its ARC products will be free from defects in design, material and workmanship. ARC products are not, however, guaranteed to last for any length of time. **This warranty does not apply to any custom solution product. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY**

CHESTERTON, EXPRESS OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.

d. ILMRO Product Warranty. Chesterton's ILMRO products have a shelf life of two years from the date of manufacture, unless otherwise stated in the product-specific technical data sheet. Chesterton warrants that during the shelf life period its ILMRO products will be free from defects in design, material and workmanship. ILMRO products are not, however, guaranteed to last for any length of time. **This warranty does not apply to any custom solution product. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY CHESTERTON, EXPRESS OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.**

e. Mechanical Packing, Gasketing & Live Loading Product Warranties. With the exception of those products specifically listed in this Section e, Chesterton warrants, for a period of one year from date of installation/first use or eighteen months from the original date of shipment, whichever occurs first, that its mechanical packing, gasketing, & live loading products ("Mechanical Packing Line Products") will be delivered free from defects in design, material and workmanship. Mechanical Packing Line Products, however, are not guaranteed to last for any length of time. **This warranty does not apply to any custom solution product.**

Chesterton offers additional, product-specific warranties on the products listed below. For details on these warranties, please contact your Chesterton representative.

- 1622 Low E Valve Packing
- 1724 Low E Valve Packing
- 5300 Steam Valve Packing
- 1600 Steam Valve Packing
- 1601 Steam Valve Packing
- 5800 Steam Valve Packing
- 5800E Emissions Packing

THE LIMITED WARRANTIES IN THIS SECTION 12(e) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY CHESTERTON, EXPRESS OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.

f. Chesterton Connect™ Warranty. Chesterton warrants, for a period of one year from the original date of shipment, that its Chesterton Connect™ sensor (the "Product") will be delivered free from defects in material and workmanship. Improper use of the Product, including but not limited to failure to follow instructions and warnings stated in the User Guide, accident, neglect, or abuse of the Product, or modifying the Product will void this

warranty. **THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY CHESTERTON, EXPRESS OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR THAT THE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS, ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CHESTERTON DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, OR HAVE IMPENETRABLE SECURITY. USE OF INFORMATION PROVIDED THROUGH THE APPLICATION IS SOLELY AT THE CUSTOMER'S OWN RISK. IN NO EVENT SHALL CHESTERTON BE LIABLE FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON ANY INFORMATION MADE AVAILABLE BY, THROUGH, OR AS A RESULT OF THE PRODUCT. IN NO EVENT SHALL CHESTERTON BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL OR SPECIAL DAMAGES OR LOST PROFITS HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY.**

g. Warranty Remedy. If Customer notifies Chesterton of a potentially defective product within the warranty period above, and that product is determined by Chesterton to be defective, Chesterton will at its option either repair, replace or refund the purchase price of that product. **THE ABOVE REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. CHESTERTON SHALL NOT BE LIABLE FOR ANY OTHER COSTS, LOSSES, EXPENSES, DAMAGES OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS OR LOSS OF PROFITS.**